

**AGREEMENT**

**BETWEEN**

**CLINTON COUNTY LEGISLATURE,**

**BOARD OF TRUSTEES OF CLINTON COMMUNITY COLLEGE,**

**CLINTON COMMUNITY COLLEGE**

**AND**

**THE CLINTON COMMUNITY COLLEGE FACULTY ASSOCIATION**

**SEPTEMBER 1, 2014 - AUGUST 31, 2017**

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## **AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2015, between CLINTON COUNTY LEGISLATURE of the County of Clinton, New York (hereinafter referred to as the "Legislature"), the BOARD OF TRUSTEES OF CLINTON COMMUNITY COLLEGE (hereinafter referred to as the "Trustees"), and the Trustees of the CLINTON COMMUNITY COLLEGE (hereinafter referred to collectively as the "College"), and THE CLINTON COMMUNITY COLLEGE FACULTY ASSOCIATION (hereinafter referred to as the "Association").

WITNESSETH,

## **PREAMBLE**

The College and the Association declare it to be their mutual policy to promote and encourage effective and harmonious working relations between the College, its Board of Trustees, its Administrative Staff and its Faculty represented by the Association, and enable the Faculty to participate in and contribute to the development of Clinton Community College as an institution of higher learning.

## **ARTICLE I**

### **REQUIREMENT OF LEGISLATIVE ACTION**

**IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OR LAW, OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.**

## **ARTICLE II**

### **SAVINGS CLAUSE**

If any provision of this Agreement shall be found contrary to the law, then such provision shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in full force and effect. It is understood and agreed that all of the terms and conditions provided in this Agreement shall remain in full force and effect and binding upon the parties during the life of this Agreement until altered by mutual agreement in writing.

## **ARTICLE III**

### **MANAGEMENT RIGHTS**

The Board of Trustees, on their own and in behalf of the sponsoring legislature and the State University of New York, hereby retains and reserves unto itself all rights, powers, authorities, duties, and responsibilities conferred upon it and vested in it by Law and Regulations.

## ARTICLE IV

### CHANGES IN POLICIES AND PRACTICES

Prior to changes in policies and practices which substantially affect terms and conditions of employment, the College shall give notice of such changes and, consult with the Association with respect to such changes.

## ARTICLE V

### RECOGNITION, DUES, DEDUCTIONS AND NO STRIKE OR RETALIATION AFFIRMATION

#### A. Recognition

The College recognizes the Association as the sole and exclusive bargaining agent and representative for all full-time teaching faculty in the academic rank of instructor, assistant professor, associate professor or professor, all part-time/adjunct faculty consistent with the Agreement dated August 4, 2000, attached as **Appendix D** and those full- and part-time Non-Teaching Faculty holding the titles as set forth in **Appendix C** annexed, for the purposes of collective negotiation of all terms and conditions of employment and administration of grievances for the maximum period of time provided by law.

#### B. Dues Deductions

1. The College agrees that it shall deduct from the wages of the Association and remit to the Association the regular membership dues, for those members of the Association who sign authorizations permitting such payroll deductions. Such deductions shall be made in accordance with the authorization signed by the member and shall be revocable only by a written withdrawal of such authorization signed by the member. The College shall remit to the Association such amounts

as are withheld once each month or in such other manner as the College and the Association may agree upon.

2. The College agrees that, subject to the limitations and conditions contained in Section 208 of the Civil Service Law, bargaining unit members who are not members of the Association shall be required to pay an agency fee equivalent to the dues of the Association. The agency fee shall be deducted by the College and remitted to the Association in the same manner used for voluntary dues deduction.

**C. No Strike or Retaliation Affirmation**

1. The Association affirms that it does not assert the right to strike against the College or to assist, participate in or abet such a strike.

2. There will be no reprisals of any kind taken against any member of the Association by reason of his or her membership, participation in, support or representation of the Association.

**ARTICLE VI**

**ACADEMIC FREEDOM**

**A. Freedom of the Classroom and Research**

1. It is the policy of the College to maintain and encourage full freedom, within the law, of inquiry, teaching and research. This freedom shall include the right to belong to any legal organizations, and to hold and make public any view or opinion involving, but not limited to, social, economic, political and educational issues.

2. Faculty Members are entitled to freedom in discussing their subjects, but they should be careful not to introduce or cause to be introduced into their teaching controversial subject matter

which has no relation to their subjects. This freedom shall apply to the Faculty Members' recommendation of library materials and selection of textbooks within their disciplines.

3. Faculty Members are entitled to full freedom of research and in publication of the results, subject to the adequate performance of their other academic duties.

4. Faculty Members involved in co-curricular activities such as yearbook, newspaper, dramatics, cultural affairs or student organizations are contributing to the educational development of their students, and, as such, are entitled to freedom from unwarranted and capricious controls in the direction and supervision of these activities. As advisors, they shall be entitled within the guidelines established to hold and express any view or opinion not contrary to law involving, but not limited to, social, economic, political, artistic, and educational issues related to the activity they are supervising.

#### **B. Personal Life**

1. Faculty Members are citizens, members of a learned profession, and Faculty Members of an educational institution. When they speak or write as citizens, they should be free from institutional censorship or discipline.

2. As persons of learning and Faculty Members, they should remember that the public may judge their profession and the College by their utterances. Hence, they should indicate that they are not College spokespersons.

#### **C. Outside Employment**

1. Full-time Faculty Members owe primary responsibility to their College duties. They may accept outside employment or other commitments during their regular semesters of the College academic year if:

Such outside employment or commitments do not interfere with or reduce the Faculty Member's effectiveness to the College and/or its students.

## **ARTICLE VII**

### **PROFESSIONAL OBLIGATIONS**

#### **A. Academic Calendar**

The determination of the Academic and Administrative Calendars is the responsibility of the College. However, it is the policy of the College to involve the Faculty actively in preparation of the calendar by having a Faculty Calendar Committee work with the Administration in the development of the calendar. The number of days the College is in session in an academic year will not be changed substantially.

#### **B. Teaching Loads and Teaching Assignments**

##### **1. Responsibility of Vice President of Academic Affairs**

The determination of the teaching schedules, class size, and room assignments is the responsibility of the Vice President of Academic Affairs provided it is not inconsistent with this agreement.

##### **2. Credit & Contact Hour Determination**

A Faculty Member will be assigned a teaching load of not more than 30-32 credit hours, or thirty-six (36) contact hours per academic year (18 credit; 20 contact hours per semester) or the equivalent thereof. The College will use reasonable effort to equalize loads between semesters. The following special provisions shall apply:

(a) When contact hours exceed credit hours due to a laboratory or studio type experience, two (2) contact hours of laboratory or studio type experience will be counted as one and two-thirds ( $1\frac{2}{3}$ ) credit hours in computing load.

(b) A Faculty Member will not be assigned a load of more than six (6) different preparations (different course numbers, i.e., 101, 102, 103, etc.) per academic year, or more than four (4) different preparations in any one semester. Faculty may waive this provision provided the form attached as **Appendix E** is executed by the parties.

(c) A one credit hour course shall equal one-third ( $1/3$ ) preparation. A two credit hour course shall equal two-thirds ( $2/3$ ) preparation. A three (or more) credit hour course shall equal one preparation. Teaching the same course in both fall and spring semesters does not constitute a different preparation.

(d) Teaching faculty workload will be computed based on credit hours except in those subjects where semester hours exceed credit hours. The workload in such courses will be based on semester hours.

(e) Overload compensation shall be payable only to the extent a Faculty Member's assignment exceeds the foregoing limitations.

(f) Annual faculty teaching loads over thirty (30) credit hours shall be paid on an overload basis pursuant to this agreement.

(g) For nursing faculty, contact hours will be calculated by multiplying the course number of contact hours per week times the number of weeks of instruction. The total number of contact hours for all courses is then added for each semester and divided by the total number of weeks in the entire semester. This yields the average number of contact hours for the

semester. An annualized full load is 36 contact hours. Overload is calculated on annualized loads in excess of 36 contact hours.

- An employee assigned in excess of sixteen (16) contact hours per semester for clinical nursing instruction will be considered a full-time teaching faculty member entitled to the rights, benefits and privileges of a full-time teaching faculty member.
- Compensation for part-time clinical instruction shall be consistent with Article VII, B2(a)<sub>5</sub>. When contact hours exceed credit hours due to a laboratory experience, each two contact hours of laboratory type experience will be counted as one and two thirds credit hours in computing load. [This is equivalent to .83 of the applicable adjunct level rate of pay per credit hour, as defined in Article XI, E of the collective bargaining agreement.]
- Maximum clinical hours per week per nursing course have been established as follows:

SEMESTER	NURSING COURSE	MAXIMUM CLINICAL HOURS*
FALL #1	<b>NUR 103</b> Fundamentals of Nursing	6 hours of clinical weekly for 15 weeks
SPRING #1	<b>NUR 104</b> Medical/Surgical Nursing I <b>NUR 105</b> Maternal Child Nursing	13 hours of clinical weekly for 10 weeks 13 hours of clinical weekly for 5 weeks
FALL #2	<b>NUR 201</b> Medical/Surgical Nursing II <b>NUR 202</b> Mental Health Nursing	12 hours of clinical weekly for 10 weeks 16 hours of clinical weekly for 5 weeks
SPRING #2	<b>NUR 203</b> Medical/Surgical Nursing III	15 hours of clinical weekly for 12 weeks 17 hours of clinical weekly for 3 weeks

\* May be occasion where the number of clinical hours of instruction is less than this, but not more. The College will notify the Faculty Association anytime there is a change in these hours resulting from changes in curriculum.

### 3. **Individual Course and Schedule Assignments**

(a) By March 15, for the fall semester, and October 15, for the spring semester, the College shall, on a semester-by-semester basis, establish and draft a master instructional schedule setting forth all courses to be offered and their meeting times and locations.

(b) Within two weeks of the dissemination of the draft master schedule, the faculty in each department shall be individually informed, in writing, by their Department Chairperson, of the courses and meeting times to be taught in the departments during the upcoming semester.

(c) On forms provided for this purpose, a copy of which is attached as **Appendix F**, full-time faculty shall advise their Department Chairperson of their course and meeting times preference (inclusive of voluntary overload) within the draft master instructional schedule for the upcoming semester within fifteen (15) days of being informed of the course and meeting time offerings set forth in paragraph (a). A faculty member may submit preference forms to more than one Department.

(d) Subsequent to the receipt of course preference forms, if requested to do so in writing, the Department Chairperson shall meet individually with their faculty to discuss their course and meeting preferences. Following all such meetings, or the waiver thereof, Department Chairpersons shall make recommendations to the Vice President of Academic Affairs with the final decision made by the Vice President of Academic Affairs, on which courses will be taught by the faculty. Such decisions shall be predicated on each faculty member's appropriate instructional experience, professional background, stated course preference(s), years of service in the department

and credentials in relation to departmental course offerings. Faculty will be informed by Department Chairpersons of their preliminary course and meeting time assignments in writing.

(e) Faculty members are encouraged to submit suggestions for new course offerings and schedule alterations for inclusion in the master schedule. These suggestions will be directed to the Department Chairpersons.

(f) If a faculty member does not return the course preference form by the indicated date, the Vice President for Academic Affairs may assign the faculty member at his/her discretion.

(g) Part-time/adjunct faculty are not entitled to participate in the course preference process.

(h) Disputes under this section are grievable, but not arbitrable. If a member fails to submit a timely course preference form, they waive their right to the grievance.

#### 4. **Voluntary Overload**

(a) Full-time teaching Faculty Members will be given first opportunity to teach one overload course per semester in addition to their regular loads for that semester in lieu of part-time instructors when the following qualifications are met:

- (i) additional classes or sections in their discipline are necessitated by increased enrollment and/or
- (ii) classes are offered through continuing education for which they are qualified, and/or
- (iii) workshops, contract courses, or short-term courses are offered for which they are qualified, and/or
- (iv) the Faculty Member has requested to teach an overload course and/or

(v) a Faculty Member has a record of past satisfactory teaching and service to the College.

(b) A Faculty Member may request to teach a second overload course in any semester when these additional criteria are met:

(i) A Faculty Member has a record of past satisfactory teaching and service to the College as evidenced by positive student evaluations, satisfactory annual reviews and written recommendations of the Department Chairperson or appropriate Administrator and authorization by the Vice President of Academic Affairs.

(c) The Vice President of Academic Affairs shall authorize a request for a second overload course if the criteria in (b) above are met and a course is available in the Faculty Member's area of competency. The denial of the second overload course is grievable.

#### **5. Overload Payments**

(a) Hours taught beyond 18 credit hours during the Fall semester shall be paid during that semester.

(b) After the first complete week of courses in the Spring semester, the Faculty Member's workload will be assessed and a determination made as to whether or not credits (over 15 and up to 18) taught during the first semester should be paid on an overload basis. If a person is so entitled, the Faculty Member shall have a lump-sum payment made in the second full pay period in February. (This section does not apply to credits paid on an overload basis in the Fall semester.)

#### **6. Evening Assignments**

(a) Evening assignments are part of the regular program for both teaching and non-teaching faculty.

(b) Teaching Faculty may be assigned evening classes by the Vice President of Academic Affairs in accordance with the needs of the College consistent with this Agreement. Faculty Members shall not be assigned evening classes on more than two (2) nights a week without their consent. A Faculty Member with a regular teaching load, not having an evening course assigned as part of that load, may be permitted to teach an additional course in the evening, or in the Continuing Education Program with the approval of the Vice President of Academic Affairs. The Faculty Member shall be paid for the additional course(s) in accordance with the approved salary schedule for part-time teaching pursuant to this agreement.

7. **Off-Campus Course Assignments**

Off-Campus course assignments shall be on a voluntary basis.

8. **Independent Study Stipend**

Faculty who teach independent study or directed study classes approved by the Vice President for Academic Affairs shall be paid a stipend of \$60.00 per credit hour as of 9/1/04. The independent study or directed study class shall not be considered part of the Faculty Member's teaching load.

9. **Schedule Changes**

Each Faculty Member shall meet and conduct all classes as regularly scheduled unless prior notice has been given and approval obtained from the Vice President of Academic Affairs. Changes in class schedules, or in location of classes, shall not be done without prior approval of the Department Chairperson and the Vice President of Academic Affairs.

10. **Class Coverage Related to Absence**

The Faculty Member shall cooperate in providing, in the interests of competent instruction, coverage for classes in the absence of another teaching Faculty Member as far as ability

and commitments will permit. Faculty Member shall be paid at the regular rate for substitute teachers if the instructor of record has prepared course material for the class (showing a video, preparing a test to be proctored, etc.). If the substituting instructor is asked to do more than “cover” a class or a few classes, as defined above, the pay shall be based on “course management” as determined by the VPAA for full-time and adjunct faculty absences. When a substitute will be providing instruction to complete an adjunct contract, the contract issued to the initial instructor will be canceled and an adjunct contract shall be executed for the substitute, at the substitute’s adjunct level rate of pay. A Faculty Member who assumes the teaching of a class of another Faculty Member who is on leave for more than one (1) week, shall be compensated at the adjunct rate for that instructor, prorated for the number of instructional hours taught. Proper forms must be submitted by the Faculty Member and approved by the Department Chairperson, and finally approved by the Vice President of Academic Affairs/ Vice President of Student Services or designee.

**11. Office Hours**

(a) Full-time teaching faculty shall spend at least five (5) hours per week on four (4) different days in their office, or other such schedule with the approval of the Vice President of Academic Affairs, for consultation with students.

(b) One (1) additional office hour shall be added for each overload course.

(c) Office hours are in addition to the Faculty Member's scheduled classes, and may be scheduled at the Member's convenience; however, the Faculty member shall attempt to cover as many students as feasible.

(d) On-campus office hours may be reduced when a Faculty Member teaches asynchronous or hybrid courses. The reduction will be based on the number of on-campus/online

credits being taught. For example, a Faculty member teaching four courses on campus and one course online or as a hybrid course would have the required on-campus office hours reduced from 5 to 4. Faculty members will be required to schedule a minimum of two (2) hours per week of on-campus office hours regardless of the number of asynchronous or hybrid courses they teach.

(e) Class schedules and office hours shall be posted by each Faculty Member with copies to the Department Chairperson and the Vice President of Academic Affairs. The schedule of office hours shall normally remain constant for a semester.

## 12. **Full-time Non-Teaching Faculty**

Non-Teaching Faculty (NTF) members shall be employed on a 10 or 12 month basis. Employees hired before August 31, 1984, will not be reduced to 10-month employees except by mutual agreement of the College and the Faculty Member. Ten (10) month employees shall be hired at 5/6ths of the 12-month salary. Non-Teaching Faculty members shall be employed on the same weekly basis, together with the same working conditions, as heretofore.

(a) Non-Teaching Faculty members shall not be granted academic rank, except for librarians who are granted academic rank. A teaching Faculty Member holding academic rank who accepts an NTF assignment shall continue to hold academic rank while serving in the NTF position.

(b) An NTF not holding the rank as a former teaching Faculty Member who accepts a full-time teaching position shall be granted rank as an Instructor, or on the following basis:

- (i) Assistant Professor - If the NTF has been employed in an NTF capacity at Clinton Community College a total of five (5) or more years, or

(ii) Associate Professor or Professor - If, in addition to (b)(i) above, the NTF has been employed as an NTF, or teacher, or a combination thereof, for five (5) or more years at another institution of higher education, or has been employed at Clinton Community College for an additional five (5) or more years; and has relevant teaching experience at Clinton Community College. Whether the NTF is granted rank as an Associate Professor or Professor will be based on his/her overall qualifications for the full-time teaching position for which the NTF is hired.

(c) Current Non-Teaching Faculty Members (NTF) will not be required to teach courses (for the purpose of this section, the term "courses" shall mean those that carry credit or semester hour designation), seminars, or workshops as part of their regular day unless the job description states that requirement. In the event that an NTF whose job description does not include teaching, teaches during regular working hours, the following procedure will be followed: The same number of hours spent in teaching during the normal working week will be made up during the same week according to a schedule which is mutually agreeable to the NTFs and their supervisors. The schedule for making up the hours must be agreed upon prior to finalizing any agreement for teaching during the normal work week. This agreement shall be binding on both parties except in unusual or extenuating circumstances that may necessitate a change in schedule. Payment for teaching will be made by the College at the appropriate adjunct rates. For positions filled subsequent to the effective date of this Agreement, the procedures for release time or compensation shall be described in the job description.

13. **Credit-Free Courses**

(a) Faculty Members, by mutual agreement with the College, may be engaged and paid by the College for special professional duties connected with non-credit service. The written approval of the Vice President for Academic Affairs or Vice President of Student Services, depending on who the faculty member reports to, is required for all such duties. The amount of remuneration shall be arranged by mutual agreement between the Faculty Member and the appropriate officer(s) of the College.

(b) Full-time Faculty Members may volunteer to teach any credit-free course offered by the College which they feel they are qualified to teach. The Vice President of Academic Affairs will determine if such an assignment is appropriate, after consulting with the Director of Continuing Education and the Faculty Member's Department Chairperson. The Faculty Member should participate in designing the course and in selecting course materials.

14. **Advisement**

All Faculty Members will, upon the request of the College Administration, advise up to thirty (30) student advisees without additional compensation. If requested by the Vice President of Academic Affairs to advise in excess of thirty (30) students as of the "Date of Record", a Faculty Member will be paid \$100.00 for students from thirty-one to forty (31-40), and an additional \$100.00 for students from forty-one to fifty (41-50).

15. **Policies Regarding Development of Distance Learning or Hybrid Courses**

(a) A Faculty Member who agrees to teach a distance learning or hybrid course agrees to participate in course developing training, including technology training and curriculum design workshops and seminars. The College will provide reimbursement for any direct cost of training.

(b) The Faculty Member agrees to conduct course evaluations at the end of each semester and to participate in any research or assessment of distance learning outcomes.

(c) A Faculty Member will be compensated in the following ways for development and teaching of online or hybrid courses:

i. The Faculty Member will receive a course load reduction or overload pay equal to the number of credits of the new course being developed. No additional compensation will be paid for revising a course or offering the course in subsequent semesters.

ii. A \$375 lump sum stipend is provided to online faculty each semester (Fall or Spring) or academic session (Winter or Summer) they teach one or more online or hybrid courses. Faculty members are responsible for purchasing and maintaining their own computer, operating system, virus protection, system upgrades and internet service. Additional course-specific software will be purchased by the College for an online faculty member through the same process followed for on-campus instructors. Online faculty are provided the same technical support provided to on-campus instructors, including assistance from an instructional designer, the faculty help desk, media support, and NIS.

(d) Compensation for teaching of the online or hybrid course will be equal to the Faculty Member's regular teaching salary and will be calculated as part of the faculty member's load or overload.

(e) If a newly-developed course is cancelled by the College before it is taught, the Faculty member will still be compensated for developing the course. When the Faculty Member offers the course in a subsequent semester, it is understood that no further compensation for development will be paid.

**C. Duties and Responsibilities of the Full-time Teaching Faculty**

The following is a compilation of the duties and responsibilities of Faculty Members:

1. To be responsible to the Department Chairperson or Director of Nursing and Allied Health, and to the Vice President of Academic Affairs for the fulfillment of all of their assignments.
2. At the beginning of each semester, to prepare and file a course syllabus for each course taught containing course goals and learning outcomes, attendance policies, and established criteria for determining the proficiency of students.
3. To conduct assigned classes at the time, for the time, and in the place designated on the official schedule and to notify the Vice President of Academic Affairs, or the designated representative, of all necessary absences from class, and of arrangements, if any, made for class coverage during these absences.
4. To keep abreast of advances and developments in their respective fields by such various methods as continued education, attendance at workshops and institutes whenever possible, and attendance at on-campus professional development events.
5. Full-time faculty will attend regularly scheduled Faculty Council, assigned committee, and department meetings.
6. To maintain a schedule of office hours during which they are available to students for individual conference and advisement. Each schedule of office hours should be filed with the Vice President of Academic Affairs and also posted on the Faculty Member's office door on or

before the first day of each semester. In the event that a scheduled office hour needs to be canceled, faculty should schedule make-up time for student consultation.

7. To submit promptly administrative and other reports, which may be reasonably required.

8. Full-time faculty will be present at the Academic Awards Convocation; College Commencements; the Opening Day meeting in the Fall and Spring, which will be held within one week immediately preceding the opening day of the Fall and Spring semester classes; and mandated training on no more than five occasions, during the academic year unless excused by the Vice President of Academic Affairs or designee.

9. To submit all mid-term and final grades to the Registrar's Office within specified deadlines. The College will consult with the Faculty Association when setting deadlines for grade submission.

10. To take and record attendance of students regularly, and to submit attendance reports to the Bursar's and Registrar's offices as requested.

11. To advise students.

12. Full-time nursing faculty responsible for clinical teaching:

(a) Develop and evaluate educational objectives for all clinical laboratories;

(b) Develop clinical rotations and assign students to clinical laboratories;

(c) Plan, supervise and evaluate students' clinical experiences that occur in major clinical sites;

(d) Plan, supervise and evaluate students' clinical experiences that occur in non-major clinical sites;

(e) Supervise and mentor PT adjunct clinical instructors; and

- (f) Evaluate the effectiveness of the clinical site areas and make recommendations regarding its continued use.

**D. Duties and Responsibilities of Part-time Teaching Faculty**

1. To be responsible to the Department Chair, and to the Vice President of Academic Affairs for fulfillment of their assignments.

2. Two weeks before the beginning of each semester, prepare a course syllabus for each new course taught containing course goals, attendance policies, and established criteria for determining the proficiency of students, and submit it to the office of the Vice President of Academic Affairs. All other syllabi should be submitted one (1) week before the beginning of each semester.

3. To conduct classes at the time, for the time, and in the place designated on the official schedule and to notify the Vice President of Academic Affairs or the designated representative, of all necessary absences from class, and of arrangements, if any, made for class coverage during absence.

4. To submit all mid-term and final grades to the Registrar's office within the specified deadlines.

5. To take and record attendance of students regularly, and to submit attendance reports to the Bursar's and Registrar's offices as requested.

6. To submit final grade books to the appropriate office within the specified deadline.

7. Part-time adjunct nursing clinical faculty:

(a) Plan, supervise and evaluate students' clinical experiences that occur in major clinical sites;

(b) Oversee and are available to assist students who need episodic help when FT faculty are not available.

**E. Duties and Responsibilities of Non-Teaching Faculty Members**

1. To perform all responsibilities outlined in their job description.
2. To keep abreast of advances and developments in their professional field by such various methods as continued education, attendance at workshops and institutes, whenever possible, and attendance at on-campus professional development events.
3. To attend all regularly scheduled Faculty Council, assigned committees, and department meetings unless excused by the appropriate non-bargaining unit supervisor.
4. To submit promptly administrative and other reports, which may be reasonably required.
5. To be present at Academic Awards Convocation, College Commencements, the opening day meetings in Fall and Spring and mandated training on no more than five occasions during the year, unless excused by the appropriate non-bargaining unit supervisor. Part-time non-teaching faculty members are not required to attend Academic Awards Convocation and College Commencements.
6. To teach courses and workshops within their field that enhance the delivery of their service to students when teaching is part of the job description. When requested instruction is provided during normal work hours, it will be considered part of the regular work day. For instruction outside the normal workday, the employee will not be required to work additional hours. For instruction outside the normal workday, the employee will receive additional compensation.
7. To provide evening and weekend coverage as needed.
8. To abide by College's policies and procedures manual.

## **ARTICLE VIII**

## **TEXTBOOKS**

### **Selection of Textbooks and Teaching Materials**

Textbooks and other teaching materials shall be selected by the Faculty Member(s) involved in teaching a specific course(s), subject to the approval of the appropriate Department.

## **ARTICLE IX**

### **PROFESSIONAL POSITIONS**

#### **A. Vacancies**

Notice of administrative, non-teaching, and teaching vacancies shall be circulated to the members of the faculty prior to publication elsewhere. The notice of such vacancies shall include a general job description, required qualifications, duties, responsibilities, and salary. Posting vacancies outside the Human Resources Office and sending a copy to the President of the Association shall constitute circulation to the members of the Faculty.

#### **B. Consultation on Selection of President and Vice President of Academic Affairs and Vice President of Student Services**

While it is the responsibility of the Board to select the President and the Vice Presidents of Academic Affairs and Student Services, it is the Board's intent that the faculty be actively involved in the selection process. When a vacancy in the President or Vice President of Academic Affairs position occurs, the President of the College and the Chairperson of the Board shall select five (5) full-time teaching faculty members representing five (5) different departments plus two (2) NTFs to participate in the selection process. When a vacancy in the Vice President of Student Services position occurs the Faculty participants will be two (2) full time teaching faculty members from different departments and four (4) NTFs.

#### **C. Appointment of Department Chairpersons**

Appointments shall be made for two (2) academic years with the opportunity to be reappointed for successive two-year terms. When a Department Chairperson position is open, the Vice President of Academic Affairs will advise the Department of such opening and forward names of eligible faculty for the position. To be eligible faculty must have served as a full-time faculty member for at least three (3) years unless there is only one full-time faculty member in the Department in which case that faculty member will be eligible to serve. The current department chairperson will conduct a written vote and send the results to the Vice President of Academic Affairs. The Vice President of Academic Affairs will recommend those who are acceptable for each Department Chairperson position to the President. The President of the College shall appoint the Department Chairperson. No Faculty Member will be forced to serve as Department Chairperson without his or her consent, however, each Department must submit a name for the position.

Each Department Chairperson will be issued a separate contract for the position of Department Chairperson. The contract will carry a stipend of \$4000.00 effective August 15, 2009. An increase in the stipend each year is not guaranteed, and when given is not tied to negotiated base salary increases. Department Chairpersons, as Faculty Members, will hold academic rank and be eligible for promotions in rank and continuing appointments. The work year of the Department Chairperson shall be the same as for teaching Faculty Members, except Department Chairpersons shall be required to work one (1) week prior to the start of the Fall semester, one (1) week prior to the start of the Spring semester and subsequent to Spring semester until May 30th. For example, for Department Chairpersons in the second year of their contract, and for new Department Chairpersons beginning their contract on August 15, 2011, there will be some administrative duties during the summer months, beginning May 31, 2011. As compensation for such summer duties,

Department Chairpersons will receive one (1) credit hour of compensation to be paid at the overload rate for that chairperson's rank. This compensation is to be paid on the first payday in July of each year beginning in July 2011. Department Chairpersons will not accrue other vacation days, and personal days will be limited to five (5) per year. A Department Chairperson may be replaced by the College Administration for unsatisfactory performance. The subsequent replacement shall be appointed pursuant to the above procedures.

Department Chairperson will have an annualized teaching/chair load of thirty (30) hours calculated consistent with the formula reflected in Appendix G. The calculations for teaching load equivalents set forth in Appendix G will be a function of the number of full-time faculty and direct-reporting staff, the number of untenured faculty, the number of adjunct faculty, the number of sections, the number of A.A.S./career programs, and lab safety and chemical waste handling. The chair loads will be calculated each fall semester using Appendix G on or about the date of record. If the calculation for the spring semester is higher than that reflected in Appendix G, the chair will receive the increased number of credits in that semester. No decrease in credits will occur during that academic year. The maximum load reduction for a Department Chairperson is ten (10) credits per semester, per department, and each Department Chairperson shall teach a minimum of one (1) course per semester (3 or 4 credits). The Appendix G formula for base load will remain the same for the duration of this contract. A Department Chairperson may accept an overload teaching assignment of one course each semester either in the evening or on weekends or distance learning. Summer teaching assignments shall be on a voluntary basis.

If a department faculty member wishes to oversee a particular A.A.S. program, and the Department Chairperson is in agreement, that faculty member will receive the 1-credit load reduction for overseeing the program instead of the Department Chairperson. The Vice President of

Academic Affairs must approve this deviation from the formula in Appendix G. The faculty member assuming the responsibility for overseeing the program will receive a separate contract, which will be in force for the duration of the Department Chairperson's 2-year contract. The Department Chairperson's contract will reflect the deviation from Appendix G.

There shall be a Department Chairperson in the following Departments and/or combination of Departments:

- Humanities (Including Art, Communications, Foreign Languages, Music, Philosophy and Theatre),
- English
- History, Economics, Geography and Political Science
- Social and Behavioral Sciences
- Criminal Justice
- Mathematics
- Science
- Business
- Technology
- The Nursing/Allied Health/HPE Division will be coordinated by a Director of Nursing/Allied Health.

In the event no fulltime faculty is willing to serve as a Department Chairperson in a particular department, the Department Chairperson of another department may agree to serve as the Department Chairperson of both departments. If this occurs, the Department Chairperson will receive only one \$4,000 stipend.

**D. Department Chairperson Responsibilities:**

1. Oversee the preparation of department teaching assignments and schedules for the fall, spring, winter and summer in accordance with the policies and procedures established in the Office of the Vice President of Academic Affairs.
2. Actively work with the Admissions and Public Relations Office to recruit new students for the Department's degree program(s).
3. Evaluate faculty on a yearly basis, and develop and administer individual improvement programs where applicable.
4. Construct and monitor the Department Budget.
5. Coordinate and direct ongoing curriculum development and review the department's degree program(s) and articulation agreements.
6. Meet with students experiencing concerns or difficulties with Department Faculty and monitor same.
7. As appropriate, develop and maintain an active Advisory Committee Program(s) within the Department.
8. Communicate College policies and procedures to the Department faculty and monitor adherence to same.
9. Actively participate in the search process and hiring of full-time faculty.
10. Coordinate the preparation of operational plans for the department.
11. Evaluate application materials of and conduct interviews with potential adjunct faculty for the teaching of department courses.
12. Oversee the mentoring of new full-time and adjunct faculty in the department and assist with orientation to prepare them for teaching and adhering to departmental and college policies.

13. Oversee and coordinate the review of syllabi and textbook orders and the completion of classroom observations.

14. Communicate department concerns to the Vice President of Academic Affairs.

15. Gather feedback from department members as requested by the VPAA.

16. Prepare department meeting agendas, conduct meetings, and post approved minutes in public folders; submit an annual report to the Vice President of Academic Affairs.

17. Serve as the departmental contact person to address questions from other college departments or offices.

18. Organize and oversee short-term departmental task forces.

19. Coordinate departmental representation on college-wide committees.

20. Represent the department at appropriate meetings and events as requested by the College President and the VPAA.

21. Coordinate department representation at Summer Registrations, CCC Open Houses, High School visits, and department events.

22. Other related professional duties may be assigned after consultation.

#### **E. Project Coordinators**

The College and the Faculty Association hereby agree that Project Coordinators will have an annualized teaching/project coordinator load of-thirty (30) credit-hours calculated consistent with the formula reflected in Appendix G. They may accept an overload teaching assignment of one course each semester either in the evening or on weekends or distance learning. Payment for the overload will be at the appropriate adjunct rates. Responsibilities of the position and credit reduction will be put in writing by the Vice President of Academic Affairs in consultation with the Project Coordinator before the project begins, and sent to the Faculty Association President.

**F. Nursing Clinicals**

Management agrees to consult with the nursing faculty to attempt to establish a list of available qualified substitutes for Clinical Nursing.

**ARTICLE X**

**APPOINTMENTS**

**A. Employment Policy**

1. The College will attempt to employ qualified full-time faculty for full-time positions in preference to part-time personnel, where qualified, provided, however, that full-time faculty are reasonably available and interested in such employment.

2. Subject to the provisions of this Agreement, the College will attempt to employ its qualified full-time teaching faculty in the Continuing Education and Summer Session in preference to part-time personnel, where such full-time teaching faculty are reasonably available and interested in such employment.

**B. Full-time Teaching Faculty Appointments**

1. Each of the first five (5) years of service of the full-time teaching Faculty Member shall be a one-year term appointment for an academic year.

2. After the completion of five (5) term appointments, a full-time teaching Faculty Member shall be entitled to a continuing appointment, if granted by the Board.

3. By June 1, in the first term appointment, a full-time teaching Faculty Member shall be given notice of whether they will receive a term appointment for the second year. By March 1, in the second and third term appointments, such full-time Faculty Members shall be given notice of whether they will receive a term appointment for the following year. By January 1, in the fourth and fifth term appointments, full-time teaching Faculty Members shall be given notice of whether

they will receive a term appointment for the fifth year, or a continuing appointment respectively. A full-time teaching Faculty Member on a fifth year term appointment who is denied a continuing appointment shall be entitled to a one-year terminal appointment in the sixth year.

4. The decision not to grant a term or continuing appointment shall not be subject to arbitration, except that part-time employees shall not be employed to take the regular load of a former teaching Faculty Member. However, a teaching Faculty Member who is denied a term or continuing appointment is entitled, upon request, to discuss the matter with the President, and such Faculty Member denied a continuing appointment is entitled to make a presentation in person to the Board with respect to such decision.

**C. Full-time Non-Teaching Faculty (NTF) Appointments**

1. Each of the first five (5) years of service of the Non-Teaching Faculty Member shall be a one-year appointment.

2. After the completion of the first five (5) years, a Non-Teaching Faculty Member may be granted a five (5) year appointment, if granted by the Board.

3. After the completion of the first ten (10) years, a Non-Teaching Faculty Member shall be entitled to a continuing appointment, if granted by the Board.

4. By June 1, in the first term appointment, Non-Teaching Faculty Members shall be given notice of whether they will receive a term appointment for the second year. By March 1, in the second and third term appointments, such Faculty Members shall be given notice of whether they will receive a term appointment for the following year. By January 1, in the fourth and fifth term appointments, such Faculty Members shall be given notice of whether they will receive a term appointment for the following year.

5. The decision to grant the first five (5) one-year appointments or a five (5) year term appointment shall be the decision of the Board and not subject to arbitration; however, a Non-Teaching Faculty Member denied a term appointment is entitled, upon request, to make a personal presentation to the Board with respect to such decision.

6. A Non-Teaching Faculty Member who is denied a continuing appointment shall be entitled to a one-year terminal appointment.

7. All full-time Non-Teaching Faculty Members who have been on permanent appointment for ten (10) or more continuous years, shall receive a continuing appointment.

**D. Acceptance of Appointments**

Acceptance of appointments and reappointments shall be made in writing to the President within twenty (20) calendar days after receipt of notification. Failure to do so, or failure to return a signed contract when such is required, may be interpreted as a resignation.

**E. Temporary Appointment**

1. A teaching Faculty Member who is employed during an academic year shall receive a temporary appointment for the remainder of that year, except that a teaching Faculty Member who is employed to replace an encumbered position shall receive a temporary appointment as a replacement. A Faculty Member hired pursuant to a grant may receive a temporary appointment. Temporary employees may be terminated without cause and without reference to retrenchment procedures.

2. All time spent in a "temporary full-time position" shall be considered as part of the term appointment(s) if the Faculty Member is hired on a subsequent full-time position without a break in service of more than eighteen (18) months in the aggregate or consecutively. The

maximum temporary time shall be two (2) years to be considered as part of the Faculty Member's term appointment(s) regardless of length of temporary status.

3. Teaching faculty and NTFs on a ten-month contract, hired prior to November 1, shall be credited with a full year of service at the end of the academic year. Non-Teaching Faculty on a 12 month contract shall be credited with a full year of service at the end of that period.

**F. Full-time Appointment**

1. Teaching Faculty. An employee who teaches twelve (12) or more credit hours in fall or spring will be considered a full-time teaching faculty member entitled to the rights, benefits and privileges of a full-time teaching faculty member.

2. A non-teaching faculty member who works more than 1,200 hours in a school year will be considered a full-time, non-teaching faculty member entitled to all the rights, benefits and privileges of a full-time, non-teaching faculty member.

## ARTICLE XI

### SALARIES

#### A. Minimum and Maximum Salaries

The minimum and maximum salaries of full-time Faculty Members shall be:

##### 1. Full-time Teaching Faculty

		Effective 9/1/14	Effective 9/1/15	Effective 9/1/16
Instructor	Min./ Max.	\$41,092/ \$61,639	\$41,709/ \$62,564	\$42,334/ \$63,502
Assistant Professor		\$46,003/ \$69,004	\$46,693/ \$70,039	\$47,393/ \$71,089
Associate Professor		\$49,915/ \$74,871	\$50,663/ \$75,995	\$51,423/ \$77,134
Professor		\$59,044/ 	\$59,929/ 	\$60,828/ 

Effective September 1, 2008 the Professor Rank has no maximum salary

##### 2. Non-Teaching Faculty with a Master's Degree

	Effective 9/1/14	Effective 9/1/15	Effective 9/1/16
	\$46,319/ \$69,478	\$47,013/ \$70,520	\$47,718/ \$71,578

##### Non-Teaching Faculty without a Master's Degree

	Effective 9/1/14	Effective 9/1/15	Effective 9/1/16
	\$41,294/ \$61,941	\$41,914/ \$62,871	\$42,542/ \$63,814

(NOTE, the maximum salary rates shall be fifty (50%) percent higher than the minimum salary rates).

3. For any existing employee above the maximums as of September 1, 2014 or September 1, 2015 or September 1, 2016, as applicable, the base salary will be calculated as the greater of: (a) the maximum salary for that employee's current rank for the current year; or (b) that employee's base salary from the previous year. The employee who has achieved the maximum salary for his/her rank will receive a total lump sum payment each year equal to the difference between his/her current year's base salary and his/her current year's calculated salary. Half of this lump sum will be paid at approximately the midpoint of the first semester. The other half of this lump sum will be paid at approximately the midpoint of the second semester.

4. For the purpose of comparing a 12 month faculty position salary to the position's maximum salary, the actual salary will be prorated to reflect salary paid for 10 months.

5. For promotions effective September 1, 2014, the following calculation of the Association member's salary shall apply:

In the new rank to which the member is promoted, the Association member shall receive the greater of (a) the new minimum salary of the new rank or (b) the member's September 1, 2013 salary increased by any applicable promotional salary adjustment, plus the percentage increase for the new rank. The member receives \$0 for the time in current rank component.

**B. Salary Installments**

The annual salary of members of the faculty shall be paid either on (a) a ten (10) month (21 equal payments) election; or (b) a twelve (12) month (26 equal payments) election; or (c) twenty-six (26) plus installments election, upon written notice to the Business Office on or before the first Friday of each academic year.

**C. Salary Assignments**

The salary for full-time faculty members is calculated as follows rounded to the nearest dollar:

1. Full-time Faculty

(a) EFFECTIVE SEPTEMBER 1, 2014:

The 2013/2014 base salary of returning full-time Faculty Members covered hereunder shall be increased by the across the board percentage applicable to the rank consistent with Table A.

(b) EFFECTIVE SEPTEMBER 1, 2015:

The 2015/2015 base salary of returning full-time Faculty Members covered hereunder shall be increased by the across the board percentage applicable to the rank consistent with Table A.

(c) EFFECTIVE SEPTEMBER 1, 2016:

The 2015/2016 base salary of returning full-time Faculty Members covered hereunder shall be increased by the across the board percentage applicable to the rank consistent with Table A.

**TABLE A  
(Base Wage Increase)**

<b>Title/Position</b>	<b>2014-2015</b>	<b>2015-2016</b>	<b>2016-2017</b>
Instructor	1.5%	1.5%	1.5%
Assistant Professor	1.5%	1.5%	1.5%
Associate Professor	1.5%	1.5%	1.5%
Professor	1.5%	1.5%	1.5%
NTF without Masters	1.5%	1.5%	1.5%
NTF with Masters	1.5%	1.5%	1.5%

2. Part-time Non-Teaching Faculty

(a) EFFECTIVE SEPTEMBER 1, 2014:

The hourly rate of returning part-time, non-teaching Faculty Members without a Masters degree covered hereunder shall be increased by 1.5% over their regular hourly rate of 2013-2014. The hourly rate of returning part-time, non-

teaching Faculty Members with a Masters Degree covered hereunder shall be increased by 1.5% over their regular hourly rate of 2013-2014.

(b) EFFECTIVE SEPTEMBER 1, 2015:

The hourly rate of returning part-time, non-teaching Faculty Members without a Masters Degree covered hereunder shall be increased by 1.5% over their regular hourly rate of 2014-2015. The hourly rate of returning part-time, non-teaching Faculty Members with a Masters Degree covered hereunder shall be increased by 1.5% over their regular hourly rate of 2014-2015.

(d) EFFECTIVE SEPTEMBER 1, 2016:

The hourly rate of returning part-time, non-teaching Faculty Members without a Masters Degree covered hereunder shall be increased by 1.5% over their regular hourly rate of 2015-2016. The hourly rate of returning part-time, non-teaching Faculty Members with a Masters Degree covered hereunder shall be increased by 1.5% over their regular hourly rate of 2015-2016.

3. For the purpose of defining a returning Faculty Member, anyone who commenced work prior to March 1 of the year proceeding September 1 will be considered a returning Faculty Member.

#### **D. Promotional Salary Adjustments**

1. For all promotions in rank for teaching faculty (which shall include librarians) members shall receive the minimum salary of the new rank or the following salary adjustments, whichever is greater:

Salary Schedule		Effective
From	To	9/1/97
Instructor	Assistant Professor	\$1,000
Assistant Professor	Associate Professor	\$1,400
Associate Professor	Professor	\$2,000

The salary adjustments shall be made upon promotion.

2. Notice of Promotion to be effective at the beginning of the academic year shall be made by the preceding July 1<sup>st</sup>.
3. Full-time Non-Teaching Faculty, will receive a longevity increment added to their base salary starting September 1, 2014 as follows:

	Effective 9/1/2014
Upon the completion of five (5) years	-- \$250
Upon the completion of ten (10) years	-- \$1,250
Upon the completion of fifteen (15) years	-- \$1,250
Upon the completion of twenty (20) years	-- \$1,250

Effective September 1, 2014 there will be a one-time retroactive payment of the five year payment for all non-teaching faculty with more than five years. For example a non-teaching faculty member with 7 years, 12, years, 17 years or 22 years will

receive a one-time payment added to their base of \$250 retroactive to September 1, 2014.

**E. Adjunct and Overload Rates for Full-time Faculty**

For intersession, summer sessions and overload beyond the regular teaching load as provided for in this agreement, the compensation rate per credit hour for Adjuncts and Full-time Faculty shall be as follows:

TITLE	Effective 9/1/14	Effective 9/1/15	Effective 9/1/16
Instructor/Level I	\$717	\$727	\$738
Assistant Professor/Level II	\$747	\$758	\$770
Associate Professor/Level III	\$789	\$800	\$812
Professor/Level IV	\$823	\$836	\$848

**F. Salary Levels for Part-Time/Adjunct Teaching Faculty**

1. Part-time/adjunct teaching faculty shall be placed at the appropriate salary level as follows:

Adjunct Level I

- a. Have 0-8 semesters, including summer and/or winter sessions, of teaching at Clinton and,
- b. Met at least the minimum requirement of Adjunct Level I criteria as set forth in the CCC part-time faculty handbook.

Adjunct Level II

- a. Have completed at least eight semesters, including summer and/or winter sessions of teaching at Clinton, and
- b. Met at least the minimal requirement of Adjunct Level II criteria as set forth in the CCC part-time faculty handbook, and
- c. Have been evaluated as suitably effective by the Department and/or Department Chairperson, and the Vice President for Academic Affairs.

#### Adjunct Level III

- a. Have completed at least 12 semesters, including summer and/or winter sessions of teaching at Clinton, and
- b. Met at least the minimal requirement of Adjunct Level III criteria as set forth in the CCC part-time faculty handbook and
- c. Have been evaluated as suitably effective by the Department and/or Department Chairperson, and the Vice President of Academic Affairs.

#### Adjunct Level IV

- a. Have completed at least 18 semesters including summer and/or winter sessions of teaching at Clinton, and
- b. Met at least the minimal requirement of Adjunct Level IV criteria as set forth in the CCC part-time faculty handbook, and
- c. Have been evaluated as suitably effective by the Department and/or Department Chairperson, and the Vice President of Academic Affairs.

Department Chairpersons will be responsible for evaluation of part-time faculty. Evaluation activities will be coordinated by the Vice President of Academic Affairs. The original determination of level will be made by the appropriate Department Chairperson subject to review

and approval by the Vice President of Academic Affairs. General teaching or appropriate professional experience may be substituted for the minimum teaching experience at Clinton.

If credentials change subsequent to the initial evaluation, a part-time adjunct faculty member may appeal the original determination of level. The appeal process will entail a review by the Department Chairperson, and a final determination by the Vice President of Academic Affairs.

## **ARTICLE XII**

### **FACULTY EVALUATION PROCEDURES**

#### **A. Purpose**

All Faculty Association members are subject to evaluation for the purpose of improvement of instruction and/or services. In addition, this information is useful in reappointment, tenure and promotion recommendations and shall be adhered to accordingly.

#### **B. Process for Administering Student Ratings of Faculty**

Student ratings of faculty are to be administered in an objective manner, as follows:

1. The student evaluation instrument is developed within discipline-specific areas by the respective departments and brought forward to the Academic Council for review and approval. The document will contain approximately 5-10 common questions applicable to all disciplines, 5-10 discipline-specific questions, and personal questions and comments as desired.

2. During the absence of the instructor, student evaluation instruments will be distributed to all classes taught by a faculty member in accordance with the schedule below (see item #5). During the absence of the instructor, one student will be asked to collect the documents, place and seal them in a folder, and take the folder to the Department Secretary.

3. The student evaluations will be summarized by the respective Department Secretary. The summary will be forwarded to the faculty member for inclusion in their Self-Evaluation Statement or Faculty Portfolio.

4. A systematic process will be developed within the departments to facilitate the appropriate timelines for work required by the department secretaries.

5. A timetable for evaluations that complements our current contract will be as follows:

Time in Service	Evaluation Required	Review Due to VPAA
1 <sup>st</sup> year	Both semesters	March 1
2 <sup>nd</sup> year	Both semesters	January 1
3 <sup>rd</sup> year	Once a year	January 1
4 <sup>th</sup> year	Once a year	November 1
5 <sup>th</sup> year	Once a year	November 1
Continuing appointment	Once every two years	June 1

**C. Evaluation Criteria**

The following criteria shall be utilized for the evaluation of full-time teaching faculty:

- Effectiveness as a teacher;
- Contributions and initiatives that improve the College and community;
- Continuing professional growth.

**D. Evaluation Process**

**1. Teaching Faculty Member (Reappointment/Tenure/ Promotion)**

The evaluation process for teaching faculty members seeking reappointment, tenure or promotion shall include:

- A self-evaluation included in the faculty portfolio (described below)
- An evaluation conference with a peer review committee (described below)
- Reviews by the appropriate Vice President, President and Board of Trustees

a. **Self-Evaluation**

The self-evaluation *consists of compiling a faculty portfolio.*

1. **Faculty Portfolio**

It is the Faculty Member's responsibility to prepare a portfolio which displays the Faculty Member's accomplishments for examination by others. This portfolio will be required for reappointment, tenure, and promotion decisions. This portfolio will include materials which collectively suggest the staff member's performance. Although not inclusive, the portfolio **must** include:

- (a) A self-evaluation statement which describes the faculty member's achievement in each of the three Criteria areas of Article XII, C for that year. This statement should not exceed four pages.
- (b) A current resume to include name, rank, number of years in present rank, number of years teaching/working at Clinton Community College; number of years teaching/working for all places of employment; degrees held; number of credit hours beyond highest degree.
- (c) Evidence to Support the Faculty Member's Self-Evaluation statement. Evidence to support effectiveness of teaching, contributions to the college, and professional growth must be included. Suggested documents could include, but are not

limited to the following: with required submission of items marked “\*”:

Effectiveness as a teacher

- \*Course syllabi
- \*Student ratings of faculty
- \*Classroom observations by supervisors or designee
- \*Instructional materials—the following are possible examples:
  - Sample of student work with faculty feedback (such as papers, quizzes, homework assignments, logs, etc.)
  - Samples of evaluation instruments, tests, papers
- Peer evaluations/observations
- Supervisor evaluations

Contributions and initiatives that improve the College and community:

- \*Evidence of committee service (evidence of attendance for first-year teachers)
- \*Advisement services (as necessary for first-year teachers) (e.g. number of advisees, samples of correspondence)
- \*Availability to students
- Curriculum improvement/development
- Participation in mandatory College sponsored events  
Involvement in community activities and organizations
- Participation in student activities

Continuing Professional Growth—suggested evidence may include:

- Evidence of credit and non-credit study
- Membership in professional organizations
- Professional travel
- Professional consultation
- Clinical/professional practice
- Research/publication/grant activity
- Professional networking and reading

**b. Peer Review Committee**

The Peer Review Committee shall be appointed by the President with the consultation of the Vice President of Academic Affairs and the Department Chairperson. The Peer Review Committee shall be comprised of the Department Chairperson, a member of the Department and a non- Department member. Committee members shall review the Faculty Member's Self-Evaluation document and the faculty portfolio. The Committee shall meet with the Faculty Member to discuss, review and determine the level of his/her achievement. This meeting shall culminate in a written statement, authored by the Department Chairperson. The written statement shall document the strengths and weaknesses of the portfolio in each of the three areas of Article XII, C, and shall include a recommendation. Such statement shall be signed by Peer Review Committee and Faculty Member. A signed copy of this statement will be retained by the Faculty Member. If the Faculty Member disagrees, a written rebuttal may be filed with the Vice President within seven (7) calendar days. All written reports regarding Self-Evaluation shall become part of the Faculty Member's personnel file.

**c. Administrative Review**

- Review by the appropriate Vice President of Academic Affairs and recommendation forwarded to the President
- Review by President and recommendation forwarded to the Board of Trustees
- Final action by Board of Trustees

**d. Reappointment Schedule**

All evaluations for reappointment will be in writing and shared with the Faculty Member. A Faculty Member who disagrees with the evaluation at any level may file a written statement with the reviewer within seven (7) calendar days of the written evaluation. Any such statement becomes a part of the evaluation forwarded to subsequent levels. Recommendations for reappointment shall be in accordance with the following schedule:

<b>Year of Appointment</b>	<b>Evaluation Conference with Peer Review Committee</b>	<b>Evaluation and Recommendation to President</b>	<b>Final Notification of Appointment Action</b>
First	By February 1	By March 1	By June 1
Second	By December 1	By January 1	By March 1
Third	By December 1	By January 1	By March 1
Fourth	By October 1	By November 1	By January 1
Fifth	By October 1	By November 1	By January 1

**2. Procedures for Tenured Faculty Evaluation**

Tenured Faculty Members shall submit annually to their Department Chairperson a written statement of goals and self-evaluation statement.

**a. Statement of Goals**

Each tenured Faculty Member shall submit a statement of goals for the upcoming academic year, as well as a plan to measure achievement of these goals, to the Department Chairperson within 14 calendar days of final Department goals. The Department Chair will forward these statements of goals to the Vice President of Academic Affairs.

**b. Self-Evaluation Statement**

A self-evaluation statement which describes the faculty member's achievement in the year in each of the three criteria areas, as referenced in Article XII, C, shall be submitted to the Department Chairperson by June 1<sup>st</sup>. The Department Chair will forward these self-evaluation statements to the Vice President of Academic Affairs.

**3. Promotion**

**a. Process**

Faculty members who have consistently and outstandingly performed while at Clinton Community College may be eligible for promotion in accordance with the College's policies and procedures. A Faculty Member seeking promotion shall adhere to the self-evaluation, peer review committee evaluation and administrative review processes, as described in Article XII, D1.

**b. Schedule**

A teaching Faculty Member seeking consideration for promotion shall adhere to the following timeline for the submission of materials and review:

Submit Application for Promotion to VP Academic Affairs	By December 15
Self-Evaluation Document (per Article XII, D1a) submitted to Department Chairperson	By February 1
Evaluation Conference with Peer Review Committee	By March 15
Administrative Review by VP Academic Affairs	By April 15

Administrative Review by President

By May 1

Final Notification of Appointment Action by  
Board of Trustees

By July 1

c. All promotion evaluations will become part of the Faculty Member's personnel file unless the Faculty Member withdraws his/her application prior to the presentation to the President of the College.

## **E. Non-Teaching Faculty Evaluation**

### **1. Purpose**

All parties agree that the evaluation process is intended to provide the College President with consultation in making a decision to renew or non-renew a professional employee's appointment, provide a base for performance improvement, serve as a guide to re-evaluate job functions, and provide a basis for career growth. Also, all parties agree to the proposition that the evaluation process has the primary focus to enhance self-improvement.

### **2. Procedures for Full-time NTF Evaluation**

#### **a. Goals and Objectives**

NTF members will develop and submit goals and objectives to their immediate supervisor within the College's strategic planning timeline. The NTF member and the supervisor will mutually agree upon reasonable goals and objectives for the September 1-August 31 fiscal year. For new hires, goals and objectives will be established within 60 days of date of employment and the timeline for evaluation during the balance of the first fiscal year will be modified appropriately.

#### **b. Schedule**

Full-time NTF members will be evaluated in accordance with the following schedule:

<b>YEAR OF APPOINTMENT</b>	<b>EVALUATION CONFERENCE</b>	<b>RECOMMENDATION TO PRESIDENT</b>	<b>FINAL NOTIFICATION</b>
First	By 3/1	By 4/1	By 6/1
Second	By 2/1	By 3/1	By 5/1
Third – Fifth	By 12/1	By 1/1	By 3/1
Sixth – Ninth	By 6/15	By 7/1	N/A
Tenth	By 12/1	By 1/1	By 3/1
+ Tenth	By 6/15	By 7/1	N/A

**c. Self-Evaluation/Portfolio**

NTF members will submit a Self-Evaluation document to their immediate supervisor outlining progress made in meeting the goals and objectives in accordance with the Evaluation and Reappointment Schedule. It is the joint responsibility of the employee and supervisor to submit the evaluation on a timely basis. The Self-Evaluation, besides being a written analysis based on prior goals and objectives will also include documentation. Evaluation criteria will be based on the following:

- Effectiveness in Job Performance
- Contributions to the College
- Professional Growth

For all 5-year term and continuing appointments, NTF members will augment their self-evaluation narrative with supporting documentation, which provides a compilation, synopsis, and overview of the evaluation documents and information from the preceding five years of service. The self-evaluation and supporting

documentation will comprise a portfolio for 5-year and continuing appointment evaluations.

The Self-Evaluation/Portfolio document will be submitted to the Supervisor for review two weeks prior to the evaluation conference (refer to schedule in Item 2(b) above).

**d. Supervisor's Evaluation**

The Supervisor will prepare a written performance evaluation of the employee, including, but not limited to, the following criteria:

**1. Effectiveness in Job Performance**

- Effectiveness in performance, demonstrated by his/her success in carrying out assigned duties and responsibilities, efficiency, productivity and relationship with colleagues
- Mastery of specialization, demonstrated by degrees, licenses, honors, awards, and reputation in professional field
- Professional ability, demonstrated by development or refinement of programs, methods, or procedures

**2. Contribution to College**

- Involvement in committee work
- Participation in local governance structure
- Involvement in campus-related student activities

**3. Professional Growth**

- Continuing education
- Participation in professional organizations
- Enrollment in training programs

- Improved job performance
- Increased duties and responsibilities.

The evaluation will be reviewed with the NTF member, who shall sign the evaluation as verification that he/she has read the document and that it has been discussed with his/her immediate supervisor. The NTF member may add written comments. All materials, including the annual statement of goals and objectives, will be forwarded to the appropriate Vice President for review and comment. The Vice President shall forward the materials along with the recommendation to the President for review and presentation to the Board of Trustees. All materials will be placed in the NTF member's personnel file.

### **3. Part-time Non-Teaching Faculty Evaluation**

Part time NTF members will develop goals and objectives that reflect the specific function of their position. The evaluation of each part-time NTF will consist of the supervisor's evaluation, based on the mutually agreed upon reasonable goals and objectives, and an optional self-evaluation. Part-time NTF members will be exempt from an NTF portfolio requirement. It should be noted that part-time NTF members lack the opportunities for campus involvement that are available for full-time members, and this needs to be taken into account for their evaluations. Recommendations for reappointment or non-reappointment shall be made six weeks prior to the expiration of the current appointment, by the immediate supervisor based on a written performance appraisal of the employee including, but not limited to, overall job performance, job understanding, analytical skills, and interpersonal skills/communications. The performance appraisal will be reviewed with the part-time NTF, who shall sign the appraisal as verification that

it has been read and discussed with him/her. Such documentation shall be forwarded to the appropriate Vice President for review and comment. The Vice President shall forward the materials along with the recommendation to the President for review and presentation to the Board of Trustees. All materials will be placed in the NTF member's personnel file.

### **ARTICLE XIII**

#### **TERMINATION AND RETRENCHMENT**

##### **A. Termination for Cause**

The services of a Faculty Member may be terminated for just cause by written notice from the President and after determination by the Board of Trustees.

##### **B. Retrenchment**

Any reduction in force affecting a teaching Faculty Member on continuing appointment, or a Non-Teaching Faculty Member with five (5) or more years of seniority, shall be effective only at the end of an academic year and shall be made in accordance with "area of specialization" seniority and qualifications for Non-Teaching Faculty. NTF areas of specialization are: Accommodative Services, Center for Community and Workforce Development, Information Technology, Library, Science/Nursing Laboratories, Student Services, and Tutoring Center. Teaching Faculty area of specialization shall be based on applicable credentials and appropriate instructional experience, professional background, and years of service in the department. Notice of such reduction in force shall be given to the Faculty Member affected and to the Association by January 1, preceding the effective date. Upon request, the College shall consult with the Association with respect to such reduction in force, and the possibility of alternative courses of action (e.g. bumping to another area

of specialization, filling a vacancy in another area of specialization, elimination of certain part-time personnel, etc.).

“Area of specialization” seniority shall be determined by the date of initial appointment as a full-time teaching Faculty Member for teaching Faculty Members; and initial date of appointment as a full-time, Non-Teaching Faculty Member for Non-Teaching Faculty Members.

If the above procedure produces a tie, the following procedures shall be applied in the following order:

- (a) Number of other areas of specialization in which the Faculty Member has at least two (2) or more years of experience.
- (b) Number of full-time years in the area of specialization.
- (c) Date of original application.

#### **C. Recall**

In the event that a bargaining unit member is retrenched pursuant to **Article XIII B** above, they shall, for a period of two (2) years, be afforded the first opportunity for a position in the College for which they are qualified. First opportunity shall mean that if the retrenched Faculty Member is the only qualified candidate, then he or she shall be awarded the position. If two or more candidates (including the retrenched Faculty Member) are substantially equal in qualifications or the retrenched Faculty Member is more qualified, the retrenched Faculty Member shall be awarded the position.

### **ARTICLE XIV**

#### **LEAVES**

##### **A. Sick Leave**

1. (a) Full-time faculty members shall accrue sick leave credits at a rate of 1 3/4 days per month during each month, or major fraction thereof of their service.

(b) Part-time non-teaching faculty will receive four (4) hours of sick leave for every one hundred hours of work.

(c) Such credits shall accrue to a maximum of 155 work days for Teaching Faculty and 200 work days for Non-Teaching Faculty.

(d) Adjunct faculty will accrue one (1) sick day per semester, which must be used during that semester.

2. First year full-time faculty members with accrued sick leave at the end of the year will be reimbursed for pay lost due to sickness to the extent of such accrual.

3. Full-time faculty members on sick leave shall not be required to contribute toward the salary of substitutes.

4. Upon retirement or death, full-time Faculty Members or their estate shall receive a cash payment for sick days up to a maximum of 180 sick days, as specified in this contract. A full year shall be equal to 213 work days for teaching Faculty Members and Non-Teaching Faculty Members (10 or 12 months). The percentage shall be increased to twenty (20%) percent of their average per diem salary for the last five (5) years. (The work year as defined here applies only to this provision of the Agreement.) Faculty members must provide a minimum of 60 calendar days notice prior to retirement in order to be eligible for this benefit. For Teaching Faculty the notice must be given 60 days prior to the end of a semester and retirement must be effective between semesters. The College, in its discretion, may waive these notice provisions based on extenuating circumstances.

5. (a) Upon retirement each employee shall have the additional option to apply all or a portion of the dollar value of his/her accumulated sick leave to an account for the purpose of paying his/her employee portion of the premium cost of the College health insurance plan following retirement consistent with the then current health insurance articles of the contract with the balance of the dollar value, if any, not designated for use in the retiree health insurance account paid to the employee in cash.

(b) In the event that a retiree who has exercised the option available under this section dies prior to exhausting the dollar equivalent of his/her sick leave accruals, the retiree's covered dependents (spouse and/or eligible children), if any, shall, so long as eligible under the then current insurance plan, continue to be covered by the College health insurance plan until the exhaustion of such account.

(c) In the event an employee dies prior to retirement, at the irrevocable option of the spouse or estate representative of the deceased, the dollar value of the deceased's sick leave accruals on the date of his/her death may be paid in a lump sum to the spouse or estate of the deceased or the sum to which entitled may be credited to an account for the payment of the full premium cost of the College health insurance plan for the deceased's surviving dependents as provided or the amount may be split between cash and the account. This option must be exercised within 90 days of the appointment of a representative of the estate. This provision does not give the surviving spouse the right to continued coverage free of charge.

(d) All payments and sick leave accruals shall be based on salary schedules in existence at the time of death or retirement and calculated pursuant to Article XIV(A)(4),

**B. Sick Leave Bank**

**Policy:**

It is the understanding and policy of Clinton Community College and Faculty Association to encourage every Faculty Member to recognize leave time as a negotiated benefit, and to utilize such leave for the purpose for which it is intended. It is the further understanding that there may be circumstances in which a full-time Faculty Member would require additional leave time to accommodate a serious illness or temporary disability after exhaustion of all accumulated leave time. It is on this basis, that agreement has been reached to establish a Sick Leave Bank.

**Donation Procedures:**

1. All donations of sick leave or vacation leave are on a voluntary basis. In order to participate in the Sick Leave Bank, a Faculty member must donate a minimum of two (2) days annually.
2. Donations must be made in full working day increments.
3. Any Faculty Member who has donated leave credits cannot withdraw those credits under any circumstances.
4. If the bank falls to fifty (50) days or less, it can be reopened for additional donations under the subsequent procedures.

**Application Procedures:**

1. All accrued leave credits, including sick, vacation and personal, must be depleted prior to using leave from the Bank.
2. Each request shall be made on the prescribed form with a copy of the approval leave of absence form and the Physician's Certificate.
3. All documents shall be submitted first to the immediate non-bargaining supervisor and then to the Human Resource Department.

4. Approved sick leave will be applied only during a current or future payroll period. It shall not be applied retroactively, if the payroll period is complete prior to the Committee's decision.

#### **Administrative Procedures**

1. Sick Leave Bank shall be administered by one representative designated by the Faculty Association President and one representative designated by the President of the College, whose names shall be given to the Human Resource Officer and the President of the Faculty Association, in writing, by September 1<sup>st</sup> of each year.

2. Each request will be reviewed and a decision will be reached by a majority vote of the Sick Leave Bank Committee (SLB). The SLB shall consist of the Faculty Association representative, the representative designated by the President of the College, and the Human Resource Officer.

3. The Committee's decision is final and is not subject to appeal or the grievance procedure.

4. The Committee will determine the number of days to be granted, but will at no time allow more than 30 workdays per year.

5. Enrollment in the Bank automatically allows the SLB Committee members to review the applying Faculty Member's leave time record without further authorization.

6. The Committee shall meet within ten (10) working days from the receipt of the request in the Human Resource Department.

7. The Faculty Member and his/her non-bargaining unit supervisor shall be notified in writing within five (5) working days of the Committee's determination.

8. Bank leave will be applied in full day increments only.

**C. Personal Leave**

1. Full-time Teaching Faculty Members shall be entitled to four (4) work days' personal leave with pay during each academic year.

2. Full-time Non-Teaching Faculty Members shall be entitled to five (5) work days' personal leave with pay during each Non-Teaching Faculty year.

3. Except in case of emergencies, members shall make provisions for the coverage of his or her position, and give advanced notification to the appropriate Department Chairperson or Department Supervisor.

4. Each Faculty Member must give four (4) calendar days' prior written notice, except in cases of emergency.

5. Personal leave may not be used to extend a vacation, holiday or school recess, except in cases of emergency.

6. Unused personal days shall be converted to sick leave.

7. Faculty Members may not use more than two (2) personal leave days on consecutive work days without the approval of the appropriate Department Chairperson or Department Supervisor in writing.

**D. Vacation Leave for Full-time Non-Teaching Faculty**

1. All full-time NTFs hired prior to September 1, 1988, shall accrue vacation at the rate of two (2) per month, to a maximum of 23 work days per full year of service with the College. The month of August shall be used for adjustments in order to reach either 22 or 23 days for a full year's service. These persons may also be granted additional vacation leave for such academic holidays as the President specifies. All vacation requests shall be submitted to the appropriate Department Supervisor and prior to taking such vacation, requests must be approved by the President.

2. All full-time NTFs hired after September 1, 1988, shall accrue vacation at the rate of 1 3/4 per month, to a maximum of 21 work days per full year of service; after five (5) years of service with the College, 22 work days; and after (10) years of service with the College, 23 work days. The month of August shall be used for adjustments in order to reach either 22 or 23 days for a full year's service.

3. These persons may also be granted additional vacation leave for academic holidays as the President specifies. All vacation requests shall be submitted to the appropriate Department Supervisor and prior to taking such vacation, requests must be approved by the President.

4. Vacation days earned and not used shall accrue year to year to a maximum of twenty-three (23) work days. Days earned over twenty-three (23), but not used by the end of the fiscal year will be lost.

**E. Leave of Absence Without Pay**

Upon recommendation of the President and with the consent of the Board, a Faculty Member who does not qualify for another type of leave authorized by this Agreement, may be granted a leave of absence without pay for up to one year for special reasons acceptable to the Board. Upon completion of the leave, the Faculty Member shall return at a salary level no less than that which would have been received during the years of absence.

**F. Parental Leave**

Upon request of a Faculty Member, leave without pay for parental purposes shall be granted by the President for a period of up to one year. At the request of a person on parental leave, and after receiving the recommendation of the President, the Board may grant further extension of such a leave of absence. During any such parental leave, the employee may utilize accumulated sick leave in increments of one week or more upon advance notice.

## **G. Guidelines for Sabbatical Leave**

### **1. Purpose**

Sabbatical leaves shall be granted for planned travel, study, formal education, research, writing or other experiences of professional value to the College.

### **2. Eligibility**

Sabbatical leaves may be granted to Faculty Members who have completed at least six (6) years of full-time service within the College. Faculty Members who previously have had a sabbatical leave and have completed at least six (6) years of full-time service since eligibility for the initial sabbatical leave was established, shall be eligible for sabbatical leave. In computing years of full-time service for the purpose of sabbatical leave, periods of sick leave with salary and periods of temporary full-time service shall be included; periods of leaves of absence and periods of part-time service shall not be include shall not be included.

### **3. Terms and Conditions**

Sabbatical leaves may be granted for a period of two semesters at rates not to exceed one-half salary, or for one semester at rates not to exceed full salary. Faculty Members on sabbatical leave may, with prior approval of the President, accept fellowships, grants-in-aid, or earned income to assist in accomplishing the purposes of their leaves. The Faculty Member will submit to the President a report of accomplishments while on sabbatical leave upon return within thirty (30) calendar days.

### **4. Applications**

Applications for sabbatical leave shall be submitted to the Vice President of Academic Affairs on or before January 1<sup>st</sup> of the previous academic year to the proposed sabbatical leave.

Each application shall include a statement outlining the program to be followed while on leave, stating that the applicant intends to continue as a Faculty Member for at least one year of service upon return from the sabbatical.

5. The Sabbatical Application Process

This process includes two steps, a written application and an interview with a Sabbatical Leave Committee.

(a) The written application

- Sabbaticals for study -- Purpose of the leave and name of institution to be attended (include matriculation status, degree program, acceptance letter if applicable, specific courses, titles, number, schedule, credit hours to be earned). Most important is a specific description of how the coursework/study will directly relate to subject matter, scholarship and pedagogy at the College. Address how the study will upgrade knowledge, provide retraining or result in the development of new, related coursework at the College.
- Sabbatical for travel -- A specific measurable educational objective in direct relation to the applicant's field of endeavor. Describe how the sabbatical leave activity supports the applicant's long-term goal or the outcome for the sabbatical leave endeavor. Include a specific description of the relationship between the sabbatical leave travel and how it will be applied to subject matter, scholarship and pedagogy at the College. Include a detailed itinerary and timeline.

- Sabbatical for other education purpose -- These include but are not limited to job-related experiences, internships, research, or program-related initiatives of significant proportion which cannot be accomplished without the provision of a sabbatical leave. Describe the specific educational objective in direct relation to the applicant's field of endeavor or describe how the project will benefit the college. The objective(s) must be measurable, and clearly describe how the sabbatical leave activity supports the applicant's long-term goal or outcome for the sabbatical leave project. Include the specific project timeline and a description of project components.

(b) The interview with the Sabbatical Leave Committee

- A committee of at least three (3) members appointed by the College President including at least one (1) member from each of the following constituencies: representatives of the tenured faculty, department chairpersons, and the administration will review all sabbatical leave applications. Brief interviews will be conducted with all sabbatical leave applicants. Interviews are to clarify the written application. The Vice President of Academic Affairs or Vice President of Student Services will hold ex-officio status on this committee.
- The Sabbatical Leave Committee shall meet and forward its recommendations to the Vice President of Academic Affairs or Vice President of Student Services on or before March 1<sup>st</sup> unless such requirement is waived by the President.

6. Recommendations

The Sabbatical Leave Committee will make recommendations concerning sabbatical applications to the Vice President of Academic Affairs or Vice President of Student Services who in turn will make recommendations to the College President, who will make recommendations to the Board of Trustees. The granting or denial of any sabbatical leave is at the sole discretion of the Board of Trustees. The applicant will be informed on or before May 1<sup>st</sup>.

7. Substitutes

Faculty Members on sabbatical leave shall not be required or permitted to contribute toward the salary of substitutes, if any, during their absence.

**H. Professional Released Time**

Unit members shall be afforded the opportunity to apply to the Vice President of Academic Affairs or the Vice President of Student Services for released time to pursue professional development which shall be limited to attendance at workshops, seminars, lectures, or credit courses directly related to the person's job duties. Such released time for credit courses shall not exceed five (5) working days per year.

**I. Reduced Time Appointment**

1. A Faculty Member with continued appointment may request a reduction of up to 40% in teaching load or workload for an academic year.
2. The request for a reduced-time appointment for an academic year must be submitted to the President of the College by January 1 of the preceding academic year. There is no limit to the number of times a Faculty Member may request a reduced-time appointment. All requests are subject to the approval of the Board of Trustees. The

Faculty Member will be notified of the Board of Trustees' decision not later than April 1.

3. Faculty Members with reduced-time appointments will continue to accrue salary increases. The salary received by a Faculty Member, as well as sick and personal day allowances, will be reduced by the percentage reduction in teaching load. The College's contribution to Social Security and the Faculty Member's retirement plan will be based on the salary received. The College will provide full Health Insurance coverage (including Dental, if applicable) elected by the Faculty Member. The College will reduce its contribution for health insurance premium payments by the percentage of the reduction in salary and the Faculty Member will pay the difference by payroll deduction.
4. Faculty Members with reduced-time positions will not be eligible for sabbaticals, overload, reduced load, or coordinator positions. The number of advisees and office hours for which a Faculty Member will be responsible will be reduced by the percentage load reduction. Faculty Members will continue to participate in all College, Division and Department activities during the semesters in which they are teaching, and they may serve on College committees.

#### **J. Jury and Witness Duty Absence**

Faculty Members scheduled for jury duty or witness duty (provided appearance relates to work-related activities) shall be released from their employment responsibilities for such duty without loss of pay. Any payment or fees received by a Faculty Member exclusive of mileage

allowance, shall be paid to the Employer. The absence should be indicated on the appropriate time record and a copy of the summons for jury/witness duty should be forwarded to the Human Resources Officer.

**K. Domestic Partners**

Effective January 1, 2009, domestic partners will be provided the same leave benefits as married employees under the collective bargaining agreement or pursuant to Clinton Community College policy or practices. To establish the domestic partner relationship, the employee will have to provide the appropriate evidence/authorization/affidavits pursuant to the College's health insurance plan(s) or the State of New York Department of Civil Service.

**L. Holidays**

1. Full time NTF members will be entitled to twelve (12) paid holidays per academic year (September 1 – August 31). The dates in which the holidays can be taken are based on the College's Academic Calendar, as approved by the Board of Trustees. The Human Resource Officer will distribute the approved Holiday Schedule.

2. Part time NTF members are not entitled to holiday pay.

3. The College may designate an alternate holiday to any holiday that conflicts with the College calendar upon notice to the NTF member in the year in which the holiday occurs.

4. In the event that professional obligation requires work on any of the aforementioned holidays, NTF members shall have one day added to their vacation accrual for each holiday worked, but not to exceed the maximum vacation accrual in accordance with Section D.

**ARTICLE XV**

**INSURANCE AND RETIREMENT**

**A. Health Insurance**

1. Until January 1, 2011, the College will continue to provide the following health insurance plans to members of the Faculty Association and their qualified family and dependents:

(a) The New York State Health Insurance Program, administered by the New York Civil Service Department Core Plus Medical and Psychiatric Enhancements (“Empire Plan”).

(b) Blue Shield of Northeastern New York Community Blue HMO, if available.

(c) Empire Blue Cross/Blue Shield Health Choice HMO.

As of January 1, 2011 the College will continue to provide the Empire Plan as the sole plan for eligible members of the bargaining unit.

2. (a) Effective January 1, 2005 all Faculty Members shall pay 10% of the premium of the individual or family coverage (whichever is applicable) regardless of the length of service or plan selected. Effective January 1, 2015 all Faculty Members shall pay 11% of the premium of the individual or family coverage (whichever is applicable) regardless of the length of service or plan selected. Effective January 1, 2016 all Faculty Members shall pay 12% of the premium of the individual or family coverage (whichever is applicable) regardless of the length of service or plan selected. Effective January 1, 2017 all Faculty Members shall pay 13% of the premium of the individual or family coverage (whichever is applicable) regardless of the length of service or plan selected.

(b) Employees who retire after January 1, 2005 and are entitled to receive retiree health insurance will contribute the same percentage of premium as active employees on their date of retirement.

(c) Effective upon the execution of this agreement in order to be entitled to receive retiree health insurance the employee must have completed at least fifteen years of service with the College.

3. Employees may change between plans during open enrollment periods subject to the rules of the plan. Employees who retire prior to December 31, 2004 and who change from the "Empire Plan" to another plan may change back to the Empire Plan after retirement if the employee's residence is outside the Base Plan service area. In that instance, the College will pay the full cost of the Empire Plan during the member's retirement.

4. (a) A Section 125 IRS Plan shall be implemented pursuant to the Board Resolution No. 100 (1998/1999) as amended to the maximum extent permitted by law.

(b) Effective January 1, 2011, the College will contribute \$500.00 a year to active employees to be placed in a pre-tax unreimbursed medical expense account under the Section 125 Flexible Spending Account, which will be administered and paid for by the College. The employee will not be required to contribute any part of this amount.

(c) Effective January 1, 2011, the College will also contribute \$640.00 a year to active employees who have elected College offered health insurance to be placed in a pre-tax unreimbursed medical expense or dependent day care account under the Section 125 Flexible Spending Account, which will be administered and paid for by the College.

(d) In order to be entitled to the Section 125 account benefit under paragraph (c) the Faculty Member must contribute \$160.00 a year into the Section 125 account.

(e) In order to qualify for the benefit under paragraph (c) Faculty Members must complete at least six (6) months of service to the College.

5. Domestic partners will be provided health insurance in the same manner that married employees are provided such coverage under the collective bargaining agreement or pursuant to Clinton Community College policy or practices. To be entitled to the health insurance

coverage the domestic partners must execute the appropriate application for health insurance benefits and authorization/affidavits relating thereto as set forth either in the College's health insurance plan(s) or pursuant to the State of New York Department of Civil Service.

**B. Prescription Insurance**

Until January 1, 2011, The College will provide a three-tier co-pay Prescription Insurance Plan for all Faculty Association members with co-pays as follows: generic, \$5.00; brand name, \$20.00; non-formulary, \$40.00. As of January 1, 2011 the College will continue to provide the prescription drug plan offered by the Empire Plan with the co-pays, formularies and deductibles set by the Empire Plan.

**C. Dental Insurance**

The College will endeavor to make available a dental plan for Faculty Members at the Faculty Member's sole expense paid for through payroll deduction.

**D. Retirement**

The College agrees to continue its present practice of participating in the New York State Employees Retirement System, New York State Teachers Retirement System and/or New York State Optional Retirement Program (e.g., TIAA-CREF), as permitted by law.

**E. General Liability Insurance**

The College will provide an insurance policy with a minimum of \$1,000,000/\$2,000,000 liability insurance for each Faculty Member while acting within the scope of their employment. Notice of potential claims shall be given promptly to the College.

**F. Educator's Legal Liability**

An educator's legal liability policy covering each Faculty Member with limits and coverage as set forth in the policy will be provided.

**G. Malpractice Insurance**

The College agrees to pay malpractice insurance for Nursing employees.

**H. Health Insurance Buyout**

1. Each employee who is eligible to receive health insurance under the College sponsored plan and who waives such coverage for any academic year shall receive the following payment for that academic year.

Individual - \$1,250.00      Family - \$2,900.00

2. Any employee who is eligible to receive the family plan but opts to carry the individual plan shall receive, upon receipt of proper documentation, \$1,600.00 on an annual basis, in accordance with the requirements set forth hereunder.
3. Employees who wish to waive health insurance coverage must provide written notice to the Human Resource Office on or before December 1 of his/her desire to waive coverage effective January 1. In order to receive this buyout in all subsequent school years, an eligible employee must, each year, inform the Human Resource Office, in writing, before December 1 of his/her desire to waive coverage effective January 1.
4. An employee who has waived coverage may, due to a change of circumstances resulting in a loss of alternate coverage, opt back into the College's health plan. The times and procedures for opting back in shall be governed by the rules and regulations of the College's insurance carrier. When such an instance occurs an employee will receive a prorated amount commensurate with the total number of months for which the employee waived coverage.

5. All payments required under this Article will be made in one lump sum less any required deductions, in a separate check to active employees during the following December. For example, if an individual waives coverage effective January 1, (s)he would be paid during December of that calendar year.
6. The College agrees to continue to offer this buyout plan as long as the College does not incur a loss from the implementation and administration of such plan. A loss for these purposes shall be defined as a cost to the College, which exceeds the savings realized by the College through implementation of it. If, in any given year, the College realizes a loss through the implementation and administration of the buyout plan, the parties will meet to renegotiate the buyout plan so that the College will realize a cost savings; such renegotiations will be concluded before any payments are made to employees under this Article.
7. At the time the retiree becomes eligible for and provides proof of Medicare coverage, the College will reimburse the retiree the cost of the Medicare premium.

## **ARTICLE XVI**

### **FACILITIES**

#### **A. Teaching Faculty Offices**

1. Assignment and reassignment of the faculty offices shall be the responsibility of the Vice President of Academic Affairs in consultation with the Department Chairpersons.

2. All requests for changes in office assignments for the ensuing academic year shall be made in writing to the Vice President of Academic Affairs through the Department Chairperson.

3. Each Faculty Member will be provided office space with adequate furnishings and equipment to meet his or her needs.

4. A telephone operating through the central switchboard of the College shall be provided in each office.

5. Each faculty member will be provided a computer and reasonable access to a printer.

6. The number of faculty assigned to an office shall depend on the number of faculty employed and the number of offices available. The Vice President of Academic Affairs will, insofar as the facilities will permit, attempt to assign comfortable and convenient office space to each Faculty Member.

#### **B. Secretarial Assistance**

Faculty Secretaries are assigned to assist the teaching faculty to complete work necessary for the fulfillment of duties and responsibilities. Faculty Members will plan their requests of the Faculty Secretaries far enough in advance so that the work may be scheduled efficiently. The Faculty Secretary will not be permitted to do work of a personal nature for Faculty Members.

#### **C. Keys and Security**

1. Upon request to the Building Maintenance Supervisor, Faculty Members shall be issued and charged out with keys to their offices, labs, or other special rooms requiring locking desks and files. Keys are not to be duplicated or transferred to other staff members. For security reasons, any loss of keys shall be reported immediately to the Building Maintenance Supervisor.

Keys shall be returned to the Building Maintenance Supervisor at any time during which they are no longer needed, and at the termination of employment.

2. Whenever possible, all Faculty Members will assist in the enforcement of campus regulations, ensure health and safety of students, and take reasonable steps to maintain the security of supplies, equipment, and rooms assigned for their use.

**D. Classrooms**

The first priority use for Classrooms is for instructional purpose, unless approved by the Vice President for Academic Affairs in consultation with the Faculty Association President and affected instructor.

**ARTICLE XVII**

**FACULTY ASSOCIATION BUSINESS**

**A. Transaction of Association Business**

1. The Association and its representatives shall have the privilege of using College facilities for its meetings. The Association will be granted one meeting a month to be mutually agreed upon by the parties. In the event that the parties cannot agree on a meeting time, it shall be held in the open hour on the second Thursday of each month in a room provided by the College. Additional meetings of the Association at the College will be with notice to the College, and shall not interfere with other Faculty obligations.

2. The Association must request and receive prior approval from the appropriate College Administrator for any and all non-members of the College Community invited as guests to on-campus meetings, except representatives fulfilling Taylor Law responsibilities.

**B. Bulletin Boards and Mail Boxes**

The Association may post notice of its activities and matters of concern to members of the Association on the bulletin board provided. The Association may use the faculty mail boxes for communications to any or all members of the Faculty.

**C. Use of Equipment**

The Association shall have the privilege of using, on campus and with proper authorization, College equipment including typewriters, duplicating equipment, calculating machines and audio-visual equipment at reasonable times when such equipment is available. The Association will reimburse the College for all expendable College supplies which it uses.

**ARTICLE XVIII**

**MISCELLANEOUS PROVISIONS**

**A. Board Meetings**

Upon preparation, one copy of the official minutes of each meeting of the Board of Trustees will be given to the Association.

**B. Use of Personal Vehicle**

When it is necessary for the Faculty Member to use private transportation to attend an approved function, the employee shall receive reimbursement at the then applicable IRS mileage rate for the round trip distance, calculated via the most direct route to the destination, plus the distance necessary accumulated while attending the event. Distances shall be calculated from the campus, unless the Faculty Member leaves from home, based on the shorter of the two distances. The Faculty Member shall also be reimbursed for road and bridge tolls paid along the route. The Faculty Member's car shall be used only when the College-provided vehicle is not available.

**C. Field Trips**

Faculty Members shall be reimbursed for mileage expenses for the use of their own personal vehicles as provided herein, for authorized field trips in connection with and appropriate to their assigned classes. In determining the educational soundness and practicality of such field trips, prior written approval shall be obtained from the appropriate Department Chairperson and the Vice President of Academic Affairs. The Faculty Member's car shall be used only when the College-provided vehicle is not available. The reimbursement which the Faculty Member receives shall be made in accordance with the regular travel allowance for actual miles traveled.

**D. Tuition Free Study**

**1. Tuition Waiver for Study at Clinton Community College**

(a) Tuition for all courses offered by Clinton Community College will be waived for all Faculty Association members (full-time and part-time). Tuition for all credit-bearing courses will be waived for the spouses, domestic partners and dependent children of all full-time Faculty Association members, on a seat available basis.

(b) Full-time Faculty Members may register for "job related" courses in advance of the course start date, upon completion of the "Clinton Community College Tuition-Free Course Request" and upon approval of the Faculty Association member's supervisor.

(c) Registration for "non-job related" courses are on a seats available basis, as is registration for all part-time members. Members must wait until the first day of class to register.

(d) Faculty members may take up to four (4) credits and two (2) non-credit workshops per semester.

(e) Faculty Members are responsible for lab fees or other charges related to the course or workshop.

(f) Student activity fees are waived.

2. Tuition Waiver for Study at SUNY Institutions

(a) Tuition waivers for undergraduate and graduate study at SUNY institutions are available for full-time Faculty Association members.

(b) Applications for study are available in the Human Resources Office, and are available on a first come, first serve basis.

(c) The amount of the annual allocation (if any) for Clinton Community College is determined by the State University of New York on an annual basis. The President of the College will determine the percentage amount of tuition per individual that may be waived.

**E. Personnel File**

1. The President or his designee shall keep a personnel file on each Faculty Member.

2. Faculty Members shall have the right to examine the contents of their personnel file (except pre-employment applications and letters of reference) upon filing a written request for review to the President to examine the file. Access to the official file shall occur no later than the third working day after the receipt of the request.

3. The College shall furnish copies of any materials in the file requested by the Faculty Member or his or her representatives at ten (10¢) cents per page.

4. When material which is negative to the Faculty Member is placed in a Faculty Member's official file, notification must be made to that Faculty Member within five (5) working days.

5. Faculty Member have the right to make a written response to any information in their personnel file, and said response shall be placed in the Faculty Member's personnel file.

**F. Labor-Management Committee**

1. The Committee shall be composed of four (4) members; two (2) members appointed by the President of the College and two (2) members appointed by the President of the Association.
2. The Committee shall meet three (3) times per semester.
3. The Committee shall meet at times and places mutually agreed upon by the President of the College and the President of the Association.
4. Agenda items shall not include negotiations of the terms and conditions of employment. Labor-management meetings will be held to discuss and review the following:
  - Modifications in the reimbursement, load and stipend formulas for Department Chairs
  - Promotion procedures and criteria for Non-Teaching Faculty
5. The Committee shall be listed on the next regular meeting agenda of the Board of Trustee after the Committee has met.
6. The Association or individual Faculty Members must first attempt to resolve issues with the appropriate Vice President before submission to the Committee for consideration.

**G. Conflicts With Law**

If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

**H. Equal Opportunity**

Clinton Community College is an equal opportunity employer and shall not discriminate against any person because of race, color, religion, sex, age, marital or parental status, sexual

preference, handicap, or national origin in any term or condition except as such condition may constitute a bona fide occupational or assignment qualification

**I. Credit Union**

Faculty Members who wish to participate in the Peru Federal Credit Union shall be allowed to do so through payroll deduction. Applications and payroll deduction authorization forms are available in the Bursar's Office.

**J. Smoking**

The Faculty Association agrees to abide by the smoking regulations in the policies and procedures manual.

**K. Summer Schedule**

The College President may designate a summer schedule beginning after spring commencement and ending on a date within two weeks prior to the start of the fall session, whereby College offices may close before 4 p.m. on designated Fridays. Full-time NTF members absent on such days utilizing accrued leave time will be charged at a full day rate per day.

**ARTICLE XIX**

**TERM AND NEGOTIATING PROCEDURES**

**A. Term**

This Agreement shall be from September 1, 2014 through August 31, 2017.

**B. Negotiating Procedures**

1. Upon written request by either party, negotiations for subsequent agreements shall commence no later than January 15 of the last year of this Agreement, unless a later date is established by mutual agreement.

2. Neither of the parties in the negotiations shall have any control over the selection of the representatives of the other party. While no formal agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be vested with all necessary power and authority to make proposals, consider proposals and make compromise in the course of negotiations.

3. Copies of this Agreement, when completely ratified and executed, shall be made available by the College to each Faculty Member.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed.

CLINTON COMMUNITY COLLEGE

By: *Nenia D. Colledge*  
Board of Trustees Chairperson

By: \_\_\_\_\_

DATE: *September 9, 2015*

CLINTON COMMUNITY COLLEGE  
FACULTY ASSOCIATION

By: *Joan Foley*  
President

DATE: *September 8, 2015*

## APPENDIX A

### DEFINITIONS

As used in this Agreement, unless otherwise specified, the following terms shall mean:

1. **"Academic Year"** On or about September 1 through June 30, includes two (2) semesters (fall and spring), beginning with the first day of classes of the Fall semester and running through Spring Commencement.
2. **"N.T.F."** Non-Teaching Faculty. A member of the bargaining unit whose work responsibility is primarily non-instructional.
3. **"N.T.F. Year"** **Twelve** (12) month contract (September 1 through August 31). **Ten** (10) month contract (to be assigned within fiscal year).
4. **"Board"** The Board of Trustees of Clinton Community College.
5. **"College"** Clinton Community College.
6. **"Vice President"** The Vice President of Academic Affairs of Clinton Community College.
7. **"Faculty"** and/or **"Faculty Member"** **Members** of the bargaining unit inclusive.
8. **"Faculty Council"** As defined in **Article II** of the Faculty Council by-laws, as revised.
9. **"Full-time Teaching Faculty Member"** A full-time Faculty Member in the unit covered by this Agreement, employed by the College in one of the four (4) faculty ranks on either a term contract or a continuing contract, whose work responsibility is instruction or services related directly thereto.
10. **"Part-time Teaching Faculty Member"** A part-time faculty member in the unit covered by this Agreement employed by the College on less than full-time hours.
11. **"Policies"** The Clinton Community College policies, as revised.
12. **"President"** The President of Clinton Community College.
13. **"Grievance"** Any alleged violation of this Agreement, or any dispute with respect to its meaning or application.
14. **"Aggrieved Party"** A Faculty Member, group of Faculty Members, or the Association who submit a grievance or on whose behalf it is submitted.

## **APPENDIX B**

### **GRIEVANCE PROCEDURE**

#### **Section A - Purpose**

It is the policy of the College and the Association that all grievances be resolved informally or at the earliest stage of the grievance procedure. However, both parties recognize that the procedure must be available without any fear of recrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement, but shall not be a precedent in a later grievance proceeding.

#### **Section B - Submission of Grievances**

1. Before submission of a written grievance, the aggrieved party may attempt to resolve it informally. The Association may be a party to the settlement of any grievance or, if not a party, shall receive a copy of the terms of any settlement within ten (10) days thereof.

2. Each grievance shall be submitted in writing on a form approved by the College and the Association, and shall identify the aggrieved party, the provisions of this Agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.

3. A grievance shall be deemed waived unless it is submitted in writing within sixty (60) calendar days after the date the aggrieved party knew or should have reasonably known of the events or conditions on which it is based.

4. A Faculty Member or group of Faculty Members may submit grievances which affect them personally and shall submit such grievances to the appropriate Dean with a copy to the Association.

5. The aggrieved party shall be entitled to representation by the Association throughout the grievance procedure.

### **Section C - Grievance Procedure**

1. The appropriate Dean shall respond in writing within fourteen (14) calendar days of the receipt of the grievance. If no denial is issued within the fourteen (14) calendar days, the grievance will be deemed denied. If an aggrieved party is not satisfied with the response of the appropriate Dean, such aggrieved party may submit a copy of the grievance to the President of the College within fourteen (14) calendar days of the response or denial.

2. The President or his or her designated representative shall, upon request, confer with the aggrieved parties with respect to the grievance and shall deliver to the aggrieved parties a written statement of his or her position with respect to it, no later than fourteen (14) calendar days after such grievance is received.

3. In the event the Association is not satisfied with the position of the President with respect to a grievance, it may, within twenty-one (21) calendar days after receiving the statement, refer the grievance to arbitration by written demand for arbitration to the President of the College.

### **Section D - Selection of the Arbitrator**

1. Arbitrations under this Section shall be heard by one of the arbitrators, who shall serve in rotation in the order named and according to the procedure described below:

Ira Lobel  
Louis Patack  
Jeffrey Selchick

2. When a demand for arbitration has been filed with the President of the College, representatives of the parties shall contact the next arbitrator scheduled to serve in order to arrange a hearing date. If that arbitrator is unable to schedule a date for hearing within ninety (90) calendar days of his or her appointment, the parties shall contact the next arbitrator on the list and shall

continue to do so until they reach the first arbitrator who is able to schedule a hearing date within ninety (90) calendar days of his or her appointment. That person shall serve as arbitrator and shall have full power to hear and determine the matter as provided in this Agreement.

3. The arbitrator shall be requested to render his/her decision within thirty (30) calendar days of the close of the hearing.

#### **Section E - Arbitration**

1. The arbitrator's decision will be without power to alter, add to or detract from the provisions hereof, or make any decisions which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.

2. The arbitrator's decision is final and binding on the parties.

3. All parties shall share equally the costs of the arbitration except that each party shall be responsible for its own representative's costs and expenses.

4. The parties will be bound by the Voluntary Arbitration Rules and Procedures of the Public Employment Relations Board except as provided herein.

5. The parties have the right to mutually agree to extend the time limits of the grievance procedure.

## APPENDIX C

### FACULTY ASSOCIATION NTF JOB TITLES

1. Academic Services Specialist
2. Assistant Registrar
3. Computer Lab Aide Assistant
4. Computer Technician
5. Coordinator of Community and Workforce Development
6. Coordinator of Educational Partnerships and Academic Services
7. Distance Learning Coordinator/Multi-Media Instructional Designer
8. Individual Studies Program Advisor
9. Financial Aid Advisor
10. Learning Resource Specialist
11. Learning Skills Coordinator
12. Librarian
13. Media Technician
14. Microcomputer Services Facilitator
15. Nursing Lab Assistant
16. Science Laboratory Technical Assistant
17. Sign Language Interpreter/Education Specialist
18. Student Loan Assistant in Financial Aid
19. Student Services Retention Counselor
20. Student Support Services Admissions Advisor
21. Student Support Services Admissions Advisor/Athletic and College Advancement Program Specialist
22. Student Support Services Coordinator
23. Student Support Services Counselor
24. Student Support Services Nurse
25. Web Coordinator

**APPENDIX D**

NEW YORK STATE  
PUBLIC EMPLOYMENT RELATIONS BOARD

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In the Matter of

CLINTON COMMUNITY COLLEGE  
FACULTY ASSOCIATION,

**SETTLEMENT AGREEMENT**

Petitioner,

PERB Case No. C-4975

and

CLINTON COMMUNITY COLLEGE  
and  
COUNTY OF CLINTON,

Respondents,

THE NON-TEACHING/PROFESSIONALS  
COALITION OF CLINTON COMMUNITY  
COLLEGE,

Intervenor.

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The Clinton Community College Faculty Association (hereinafter "Association"), The Non-Teaching/Professionals Coalition of Clinton Community College (hereinafter "Coalition"), Clinton Community College (hereinafter "College") and the County of Clinton (hereinafter "County") do hereby agree to settle PERB Case No. 4975 as follows:

WHEREAS, the College and the County previously recognized the Coalition as the exclusive Bargaining Agent for a group of employees at the College with administrative responsibilities (consistent with Article 5 of their collective bargaining agreement with the College) who have some teaching responsibilities as defined in this Agreement; and

WHEREAS, the College and the County have previously recognized the Association as representing a bargaining unit defined in the Association's collective bargaining agreement; it is agreed

1. That the College and the County recognize the Association as the exclusive bargaining agent for a group of employees at the College to include full-time teaching faculty, non-teaching faculty (as defined in the Collective Bargaining Agreement) and part-time/adjunct faculty (as defined herein).

2. That part-time/adjunct faculty shall be defined as any person who teaches credit course(s) at the College who is not already a member of the bargaining unit. For the purposes of this provision, the individuals who teach courses for College credit to high school students shall be excluded from the definition of a part-time/adjunct faculty member.

3. That management or confidential employees shall not be members of the faculty bargaining unit.

4. That the County is a joint employer for all purposes, except that the parties acknowledge that the Board of Trustees of Clinton Community College shall be the exclusive representative of the employer for the purposes of negotiations, grievances, PERB matters and ratification of the Collective Bargaining Agreement or modifications thereof.

5. That the parties have agreed that Coalition members who teach courses as part of their regular full-time job duties shall not be members of the Association bargaining unit, provided that any individual Coalition member does not teach more than four (4) credit hours in a semester and in the aggregate Coalition members may teach only sixteen (16) credit hours per semester as part of their regular full-time job duties. The compensation to be paid such Coalition members shall be pursuant to the Collective Bargaining Agreement between the College and the Coalition.

6. Members of the Coalition who teach courses for credit at the College in addition to their regular full-time duties as Coalition members will be considered members of the Faculty Association bargaining unit for the period of time they are teaching.

7. The Association hereby withdraws the pending PERB petition.

DATED: August 4, 2000

COUNTY OF CLINTON

*s/ Richard H. Wyssling*

RICHARD H. WYSSLING, ESQ.  
Special Counsel to County Attorney

CLINTON COMMUNITY COLLEGE

*s/ Richard H. Wyssling*

RICHARD H. WYSSLING, ESQ.  
Attorney for College

CLINTON COMMUNITY COLLEGE  
FACULTY ASSOCIATION

*s/ Ronald G. Dunn*

RONALD G. DUNN, ESQ.  
Attorney for Association

THE NON-TEACHING/PROFESSIONALS  
COALITION OF CLINTON COMMUNITY  
COLLEGE

*s/ Douglas E. Gerhardt*

DOUGLAS E. GERHARDT, ESQ.  
Attorney for Coalition

**APPENDIX E**

**REQUEST TO  
WAIVE ARTICLE VII, SECTION B (2b) OF THE  
CCC FACULTY ASSOCIATION CONTRACT**

**REQUEST**

I, \_\_\_\_\_, hereby request a waiver of Article VII, Section B (2b) of the Faculty Association Contract, by declining additional compensation for the load assignment of more than 4 course preparations during a semester or 6 course preparations during the academic year as stated in Article VII, Section B (2b) of the Agreement between Clinton Community College and the Clinton Community College Faculty Association (September 1, 2010 through August 31, 2013). This request is for assignment pertaining to me individually and is for the \_\_\_\_\_ academic year. The course overload would occur in the \_\_\_\_\_ semester.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Agreed by: \_\_\_\_\_  
College

Agreed by: \_\_\_\_\_  
Faculty Association

**APPENDIX F**

**Clinton Community College  
Course Preference Form**

This form is to be completed by each full-time Faculty Member and returned to the Department Chairperson.

Part 1 COURSE PREFERENCE(S)

- A. Listed below are the courses that I prefer to teach during the \_\_\_\_\_ semester; by check mark, I have indicated those courses that I wish to teach on a voluntary basis if such assignments are available.

Course Number	Section	Scheduled Day(s)	Time	Classroom request	Voluntary overload?

- B. Meeting with Department Chairperson  
I wish to meet with my Department Chairperson to discuss my course preference.

Part II

I prefer the meeting time and days for the courses I will be assigned for the following reasons (optional):

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I acknowledge that the College reserves the right to make the final decision with regard to meeting times and courses taught consistent with this Agreement.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Faculty Member

**APPENDIX G**  
 Department Chair Compensation  
 (blank form)

Table 1 – Department Profile

Department	#F/T Faculty and Staff	# Untenured Faculty	# Adjunct Faculty	# Sections (All courses in Dept.)	# A.A.S./ Career Programs	Lab Safety & Chemical Waste Handling <sup>1</sup>
(Sample-Business) (Sample-Science)	4 9	1 4	3 6	21 40	2 1	N/A PESH/EPA

<sup>1</sup> Note 1 – Department Chair responsible for the regulatory authorities inspection and compliance for the college – PESH (Public Employee Safety and Health) for lab safety, and the EPA (or designee) for the handling and disposal of waste.

Table 2 – Breakdown of Criteria for Load Reductions During Academic Year

RESPONSIBILITY	LOAD REDUCTION / SEMESTER (Apply to Table 3)
Base Responsibility: Administrative, Department Representation, Curriculum Development, etc.	4 credits
FT Faculty and Staff	>5 FT Faculty/Staff = 1 credit
Untenured Faculty	>3 Untenured Faculty = 1 credit
Adjunct Faculty	10-14 Adjuncts = 1 credit 15+ Adjuncts = 1 credit (maximum 2 credits)
Number of Sections	>30 sections = 2 credits
A.A.S./Career Programs	1 AAS/program = 1 credit
Oversight chemical handling/disposal in lab facilities: OSHA compliance, PESH and EPA adherence.	1 credit

Table 3 – Total Load Reduction for Each Department

Department	Base Load Reduction	#F/T Faculty	# Untenured Faculty	# Adjunct Faculty	# Sections (All courses in Dept.)	# A.A.S./ Career Programs	CHP/PESH/ EPA Compliance	Total Credit Reduction
(Sample-Business)	4	0	0	0	0	2	N/A	6
(Sample-Science)	4	1	1	0	2	1	1	10

Project Coordinators

PROGRAM	DESCRIPTION
Art Program Coordinator	3 cr per semester, 2 courses
English as a Second Language	3 cr per semester
General Education	6 cr per semester, 4 courses
Health and Physical Education	3 cr per semester, 2 courses
Measurements and Proficiency	3 cr per semester, 2 courses
Science Outreach	3 cr Fall and Spring, 4 cr Summer, 3 courses
Student Learning Outcomes Coordinator	6 cr semester, 4 courses
Writing/CAP	3 cr per semester, 2 courses

CAP Liaisons

PROGRAM	# Sections (Current Semester)	Release Time/Overload: 3-5 sections= 1 cr
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		6-10 sections = 2 cr 11+ sections = 3 cr

